



# Agenda

For Presentation at the  
2,213th Regular Meeting of the Board of Directors of the  
Middle Rio Grande Conservancy District

July 8, 2024 – 3:00 p.m.



Zoom Meeting Link:

<https://zoom.us/j/2765069278?pwd=V2d0SWppTkxGTTFMb0g5RFhmeERjZz09>

Meeting ID: 276 506 9278 and Passcode: 504470

MRGCD General Office \* 1931 Second Street SW \* Albuquerque, New Mexico

Meetings are held on second Mondays/month. Any questions please call the Board Liaison at (505) 247-0234.

For more information, visit our website at [www.mrgcd.com](http://www.mrgcd.com)

*All items on Agenda are Subject to Action and times shown are approximate and are subject to change.*

- 3:00 1. **Pledge of Allegiance**
- 3:01 2. **Approval of the Agenda**
- 3:03 3. **Consent Agenda**
  - a. Consideration/Approval of Payment Ratification – July 8, 2024
  - b. Consideration/Approval of June 2024 Invoice for Wiggins, Williams & Wiggins
  - c. Consideration/Approval of June 2024 Invoice for Law and Resource Planning Assoc.
  - d. Consideration/Approval of the Minutes for the Regular Board Meeting – June 10, 2024
  - e. Memo on MRGCD Approved Licenses for June 2024 (For Informational Purposes Only)
- 3:05 4. **Consideration/Approval for the Memorandum of Agreement between the MRGCD and Bureau of Reclamation to Develop a Title Transfer Agreement** – Sharon Wirth and Vyoma Ritchie, Project Managers, USBR
- 3:25 5. **Items from the Floor (Comments are limited to three (3) minutes)**
- 3:35 6. **Report(s) from the Water Operations and Distribution Divisions**
  - a. Report on Water Supply Conditions – Anne Marken, Water Ops Division Manager
  - b. Status Report on Water Distribution – Matt Martinez, Water Distribution Division Manager
- 3:50 7. **Report(s) from the Department of the Interior**
  - a. Bureau of Reclamation– Jennifer Faler, Area Manager
  - b. Bureau of Indian Affairs – Patrick Taber, Acting Designated Engineer
- 4:00 8. **Report(s) from the Human Resources Department** – Christine L. Nardi, MBA
  - a. Introduction of MRGCD New Hires
- 4:05 9. **Report(s) from the Chief Procurement Officer** – Richard DeLoia
  - a. Consideration/Approval on the Bosque No. 1 Lateral Wasteway Diversion Project
  - b. Consideration/Approval on the Water Control Structures
  - c. Consideration/Approval on the Belen Highline Canal Emergency Overflow Project
- 4:15 10. **Report(s) from the Secretary-Treasurer/CFO** – Pamela Fanelli, CMA, CGFM
  - a. Review of End of Fiscal Year 2024 and Fourth Quarter Financials
  - b. Approval of Resolution BA-07-08-24-97 for the Fiscal Year 2024 Fourth Quarter Unaudited Financial Report and Unaudited Cash Balance Review as of July 8, 2024
  - c. Report on the Finance Committee Meeting, July 8, 2024 – Director Kelly, Chair Russo Baca and Vice Chair Dunning
- 4:35 11. **Report(s) from the Chief Engineer/CEO** – Jason M. Casuga, PE
  - a. Consideration/Approval of the Site Hosting Agreement (SHA) between Emrgy and MRGCD – Jason M. Casuga, CE/CEO

- b. Report on the e-Bikes within the MRGCD Rights of Way – Jason M. Casuga, CE/CEO
- c. Discussion on the Depletion Reduction Programs and the Rio Grande Compact OSE Letter – Jason M. Casuga, CE/CEO
- d. Report on the State Land Office Property/MRGCD Levee Site Visit, June 17, 2024– Jason Casuga, CE/CEO
- e. Discussion of the Water Distribution Policy Procedures – Jason M. Casuga, CE/CEO and Matt Martinez, Water Distribution Manager and Report on the Irrigation Committee Meeting, June 17, 2024 – Directors Duggins, Jiron and Sandoval
- f. Report on the Corrales Siphon Informational Meeting, June 12, 2024 – Jason M. Casuga, CE/CEO, Eric Zamora, COO, Chair Russo Baca, and Directors Sandoval and Baugh
- g. Report on the Bernalillo County Farmers/Irrigators Informational Meeting, June 20, 2024 – Jason M. Casuga, CE/CEO, Eric Zamora, COO, Directors Kelly, Baugh, Sandoval and Chair Russo Baca
- h. Report on the El Vado Site Visit & Tour Safety of Dam Project, June 25-26, 2024 – Jason M. Casuga, CE/CEO, Chair Russo Baca and Director Baugh
- i. Information on Upcoming Events
  - i. Socorro County Farmers/Irrigators Informational Meeting, July 18, 2024–Escondida Lake & Park
  - ii. Sandoval County Farmers/Irrigators Informational Meeting, July 25, 2024–Rotary Park, Bernalillo, NM
  - iii. 12<sup>th</sup> Annual Conference Tribal Water Law, September 9-10, 2024–Santa Fe, NM
  - iv. Coalition of Rio Grande Water Users 2024 Conference, October 1-3, 2024–Santa Fe, NM
  - v. Colorado River Water Users Association (CRWUA) 2024 Conference, December 4-6, 2024 – Las Vegas, NV
  - vi. Family Farm Alliance Annual Conference, February 2025 – Reno, NV

5:35 12. **Report(s) from the MRGCD Attorney(s) – Chief Water Counsel or General Counsel**

5:40 13. **Report(s) from the Board**

- a. Report on the Farmers for Future Farmers Meeting, June 11, 2024 – Chair Russo Baca
- b. Report on the Mid-Region Council of Governments (MRCOG) Meeting, June 13, 2024 – Chair Russo Baca
- c. Report on the Centennial Committee Meeting, June 19, 2024 – Chair Russo Baca, Directors Dunning and Baugh
- d. Report on the Conservation Advisory Committee Meeting, June 20, 2024 – Chair Russo Baca
- e. Report on the Legislative Committee Meeting, July 1, 2024 – Chair Russo Baca, Vice Chair Dunning and Director Baugh
- f. Report on the Urban Issues Committee Meeting, July 3, 2024 – Vice Chair Dunning, Directors Russo Baca and Baugh

6:00 14. **Executive Session**

- a. NMSA 1978 Open Meetings Act, Section 10-15-1(H)2
  - 1. Limited Personnel Matters
- b. NMSA 1978 Open Meetings Act, Section 10-15-1(H)7
  - 1. Threatened or Pending Litigation

THE PUBLISHING OF THIS AGENDA DOES NOT PRECLUDE THE CONSIDERATION OF OTHER MATTERS.

*If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Board Liaison at (505) 247-0234 at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes can be provided in various formats.*

**MIDDLE RIO GRANDE CONSERVANCY DISTRICT**  
**JULY 08, 2024**  
**Checks for the Period June 01, 2024 through June 30, 2024**

3a

Check Number	Vendor Name	Check Amount	Description	Location
EFT	NEW MEXICO TAXATION & REVENUE DEPARTMENT	33,090.94	MAY 2024 WITHHOLDING TAX	
EFT	PAYROLL	316,587.64	PAY PERIOD 12	
EFT	PERA	107,504.15	PAY PERIOD 12	
EFT	IRS	42,856.07	PAY PERIOD 12	
EFT	VOYA DEFERRED COMP	8,641.16	PAY PERIOD 12	
EFT	PAYROLL	304,828.99	PAY PERIOD 13	
EFT	PERA	106,379.23	PAY PERIOD 13	
EFT	IRS	39,879.78	PAY PERIOD 13	
EFT	VOYA DEFERRED COMP	14,055.14	PAY PERIOD 13	
<b>TOTAL PAYROLL</b>		<b>973,823.10</b>		
150424	CRAIG INDEPENDENT	(126.61)	VOIDED CHECK	
150544	SUN STATE MECHANICAL	(2,300.00)	VOIDED CHECK	
150698	LHM CORP QCH	(714.18)	VOIDED CHECK	
150980	ARMIJO, RANDOLPH	(575.40)	VOIDED CHECK	
151404	POSTMASTER	(256.00)	VOIDED CHECK	
151339	AQUA SYSTEMS 2000	575.00	SPEED REDUCER COUPLER	WATER OPERATIONS
151340	BAR J PLUMBING LLC	1,512.33	ICE MACHINE INSTALL	SOCORRO DIVISION
151341	BOOT BARN	123.24	FY24- BOOT VOUCHER	WATER DISTRIBUTION DIV
151342	CENTURY EQUIPMENT	86.85	LATCH	BELEN DIVISION
		212.51	RELIEF VALVE	ALBUQUERQUE DIVISION
151343	CHOICE STEEL COMPANY	4,072.00	PRO PANEL ROOFING, SIDE	EQUIPMENT REPAIR & TRANS
151344	CINTAS FIRST AID	15.53	FIRST AID SUPPLIES	COCHITI DIVISION
151345	CITY OF BELEN	1,748.08	25 GENERAL EDWARD BACA MAY24	BELEN DIVISION
151346	CITY OF SOCORRO	307.38	MAY24	SOCORRO DIVISION
151347	CONTINENTAL BATTERY	209.10	BATTERIES	ALBUQUERQUE DIVISION
151348	CRAIG INDEPENDENT	34.84	MOUNTED ON SPARE TIRE	BELEN DIVISION
		98.85	RIGHT FRONT TIRE REPAIR	BELEN DIVISION
		269.58	TIRE REPAIR	BELEN DIVISION
151349	DAWSON, RAQUEL	234.04	EXPENSES 2024 TYLER CONNECT	ACCOUNTING
151350	DELTA DENTAL	11,338.22	JUN24 - DELTA DENTAL	GENERAL FUND
151351	DESERT GREENS EQUIP	191.78	FAN SHROUD, FITTINGS, WASHERS & NUTS	ALBUQUERQUE DIVISION
151352	FORESTRY SUPPLIES	1,178.42	WADERS	INVENTORY
151353	GENSLER, DAVID	268.48	MAY24- RETIREE	HUMAN RESOURCES
151354	GEOTEL CORPORATION	296.06	MAY24- ANNUAL PRESS CLIPPING SERVICE	NON DIVISION
151355	GOVERNMENT PORTFOLIO	990.08	APR24- INVESTMENT ADVISOR FEES	ACCOUNTING
151356	GREENWOOD, JEFFREY C	370.92	JUN24- RETIREE	HUMAN RESOURCES
151357	HEIGHTS SECURITY	32.90	DUPLICATE KEYS	ALBUQUERQUE DIVISION
151358	HIND, JOSH	158.73	EXPENSES 2024 TYLER CONNECT	INFORMATION SYS
151359	HM LIFE INSURANCE	1,450.80	JUN24 - DAVIS VISION FY2024	GENERAL FUND
151360	HUNTER BOWER LUMBER	179.40	LUMBER FOR CANOPY	ALBUQUERQUE DIVISION
151361	ISH, JAMES CASEY	341.71	EXPENSES WATER LEADERS CONFERENCE	CONSERVATION/PLANNING
151362	JIFFY LUBE	83.15	OIL CHANGE FOR UNIT #33438	WATER DISTRIBUTION DIV
		71.17	OIL CHANGE FOR UNIT #33440	WATER DISTRIBUTION DIV
151363	JIVE COMMUNICATIONS,	2,535.58	CN-384945-2004 JUN24	GENERAL OFFICE
151364	KINBERGER, STEVE	229.71	EXPENSES 2024 TYLER CONNECT	HUMAN RESOURCES
151365	LEVEL 3 FINANCING IN	242.84	INTERNET: MAY24	BELEN DIVISION
		1,547.96	INTERNET: MAY24	INFORMATION SYS
		242.84	INTERNET: MAY24	SOCORRO DIVISION
		1,414.77	INTERNET: JUN24	COCHITI DIVISION
151366	MARKEN, ANNE	341.45	EXPENSES WATER LEADERS CONFERENCE	WATER OPERATIONS
151367	MARQUEZ, DENNIS M	1,394.21	JUN24- RETIREE	HUMAN RESOURCES
151368	NEW MEXICO GAS CO	32.50	MAY24	GENERAL OFFICE
		33.57	MAY24	ALBUQUERQUE DIVISION

Check Number	Vendor Name	Check Amount	Description	Location
		77.96	MAY24	EQUIPMENT REPAIR & TRANS
151369	OLGUIN TAMMY	191.77	JUN24- RETIREE	HUMAN RESOURCES
151370	PLANTS THE SO WEST	145.35	SEED	GRANTS FUND GO
151371	PNM	71.09	MAY24	ALBUQUERQUE DIVISION
		236.43	MAY24	EQUIPMENT REPAIR & TRANS
		1,246.25	MAY24	GENERAL OFFICE
151372	PRUDENTIAL OVERALL S	52.13	FY24-UNIFOM RENTAL	EQUIPMENT REPAIR & TRANS
151373	PURCELL TIRE COMPANY	257.91	ALIGNMENT	ALBUQUERQUE DIVISION
		384.21	TIRE	WATER DISTRIBUTION DIV
151374	QUADIENT, INC.	4,000.00	REPLENISH POSTAGE MACHINE	NON DIVISION
151375	QUEST DIAGNOSTICS	171.90	DOT RANDOM	ALBUQUERQUE DIVISION
		114.60	DOT RANDOM	BELEN DIVISION
		57.30	DOT RANDOM	SOCORRO DIVISION
		41.40	PRE EMPLOYMENT BACKGROUND SCREENING	ALBUQUERQUE DIVISION
151376	RAKS BUILDING SUPPLY	(14.79)	CREDIT PULLEY INV 2697352 PO 24007847	EQUIPMENT REPAIR & TRANS
		175.54	DRILL BIT SET, MISC. PARTS	BELEN DIVISION
		6.78	MISC. PARTS	ALBUQUERQUE DIVISION
151377	SOCORRO ELECTRIC	130.81	MAY24	SOCORRO DIVISION
151378	SOUTHERN TIRE MART	1,138.88	TIRES AND TUBES	INVENTORY
		1,420.00	TIRES UNIT 54420	BELEN DIVISION
151379	STAPLES ADVANTAGE	7.45	AIR DUSTER/ CERTIFICATES	CONSERVATION/PLANNING
		27.00	AIR DUSTER/ CERTIFICATES	ENGINEERING & MAPPING
		158.26	OFFICE SUPPLIES	BELEN DIVISION
151380	STATE OF NEW MEXICO	258.21	PAYROLL GARNISHMENT	GENERAL FUND
151381	TAS SECURITY SYSTEMS	37.61	JUN24	BELEN DIVISION
151382	TECHNA GLASS	485.68	REPAIR-UNIT# 80024 2022 FORD F150 4X4	SOCORRO DIVISION
		233.92	WINDSHIELD REPLACEMENT	ALBUQUERQUE DIVISION
151383	THE PRINTERS PRESS	386.00	JOB SAFETY ANALYSIS WORKSHEET	NON DIVISION
		635.00	MEASUREMENT CARDS	WATER OPERATIONS
151384	THOMPSON SAFETY LLC	374.40	EYE WASH	ALBUQUERQUE DIVISION
151385	TRANSCRIPTION	914.07	MAY24 - REGULAR BOARD MEETING MINUTES	BOARD OF DIRECTORS
151386	UNICOR	248.32	MAY24 - SHRED BINS PICKUP	ACCOUNTING
151387	UNIFORMS & MORE	132.00	GENERAL OFFICE SHIRTS	ACCOUNTING
		111.00	GENERAL OFFICE SHIRTS	CONSERVATION/PLANNING
		284.00	GENERAL OFFICE SHIRTS	ENGINEERING & MAPPING
		160.00	GENERAL OFFICE SHIRTS	EXEC TEAM
		105.00	GENERAL OFFICE SHIRTS	HUMAN RESOURCES
		456.00	GENERAL OFFICE SHIRTS	LICENSING & LAND SALES
		243.00	GENERAL OFFICE SHIRTS	PURCHASING
		169.00	GENERAL OFFICE SHIRTS	WATER OPERATIONS
151388	WAGNER EQUIPMENT CO.	376.03	CAT FILTERS	INVENTORY
		(908.46)	CREDIT CORE CHARGE	BELEN DIVISION
		736.05	PINS, BOLTS & WASHERS	SOCORRO DIVISION
151389	VILLAGE OF LOS LUNAS	100.00	NOTICE# 5452400002976 EE 1425 UNIT 80029	GENERAL FUND
151390	ABCWUA	663.98	MAY24	GENERAL OFFICE
		771.98	MAY24	ALBUQUERQUE DIVISION
		138.66	MAY24	EQUIPMENT REPAIR & TRANS
151391	BENAVIDEZ, CAROL	519.79	JUN24- RETIREE	HUMAN RESOURCES
151392	CARRILLO, RALPH	59.00	JUN24- RETIREE	HUMAN RESOURCES
151393	CENTURY LINK	80.50	MAY24	BELEN DIVISION
151394	CITY OF ALBUQUERQUE	198,121.85	JUN24- PRESBYTERIAN COA001401362	GENERAL FUND
151395	CONSERVANCY OIL CO	1,870.33	DIESEL EXHAUST FLUID	INVENTORY
151396	FINANCE AUTHORITY	28,585.56	JUN24 EQP PURCHASE	DEBT SERVICE
		17,492.43	JUN24 EQP. PURCHASE	DEBT SERVICE
		12,723.48	JUN24 EQUIPMENT	DEBT SERVICE
151397	FRANK'S SUPPLY CO	461.91	RENTAL - BELEN	BELEN DIVISION
151398	GOMEZ, RAY	1,691.80	JUN24- RETIREE	HUMAN RESOURCES



Check Number	Vendor Name	Check Amount	Description	Location
151399	NEW MEXICO GAS CO	37.92	MAY24	BELEN DIVISION
151400	NEW MEXICO GAS CO	86.00	MAY24	COCHITI DIVISION
151401	NEW MEXICO MUTUAL	2,107.86	ACCT# 212978753- DEDUCTIBLE	NON DIVISION
151402	PENA BLANCA SANIT	89.59	WATER, SEWER, REFUSE	COCHITI DIVISION
151403	PNM	10,904.97	MAY24	ALBUQUERQUE DIVISION
		613.32	MAY24	BELEN DIVISION
151404	POSTMASTER	256.00	FY2024 POSTMASTER- BOX 581	NON DIVISION
151405	SANDERS-SPENCER, RHETT	2,876.02	TUITION REIMBURSEMENT - SPRING 2024	LICENSING & LAND SALES
151406	SANDOVAL COUNTY LAND	445.83	MAY24 ACCT 31 LANDFILL	ALBUQUERQUE DIVISION
151407	SOCORRO ELECTRIC	519.75	10268000 SOC, CUBA MAY24	SOCORRO DIVISION
151408	SOUTHWEST LANDFILL	4,800.94	MAY24 LANDFILL ACCT 10130	ALBUQUERQUE DIVISION
151409	SWINT, RUSTY	50.00	FUEL REIMBURSEMENT	EQUIPMENT REPAIR & TRANS
151410	V-VARGAS, ERMELINDA	511.96	JUN24- RETIREE	HUMAN RESOURCES
151411	WASTE MANAGEMENT	278.18	JUN24- MONTHLY DUMPSTER SERVICE	COCHITI DIVISION
151412	WEX BANK	81,922.77	MAY24: UNL \$27,000 DSL \$55,796 FEES/REBATES \$(873)	MULTIPLE DEPTS/DIVISIONS
151413	4 RIVERS EQUIPMENT	193,186.14	FRONT END LOADER	CAPITAL INV FUND ABQ
		141,405.85	FY2024 310 BACKHOE WITH CLAM SHELL BUCKET	CAPITAL INV FUND BELEN
		193,186.14	FY2024-FRONT END LOADER	CAPITAL INV FUND BELEN
151414	4 RIVERS EQUIPMENT	247,220.56	LARGE TRACKED DOZER 700K	CAPITAL INV FUND BELEN
151415	BANK OF AMERICA	38.54	APR24- INTERMEDIA MONTHLY	INFORMATION SYS
		38.33	FEB24- INTERMEDIA MONTHLY	INFORMATION SYS
151416	BERNALILLO COUNTY CLERK	125.00	RELEASE OF LIENS	ACCOUNTING
151417	CHILD SUPPORT ENFORCE	1,086.40	PAYROLL GARNISHMENT	GENERAL FUND
151418	HOME DEPOT CREDIT	937.97	MISC. SUPPLIES	BELEN DIVISION
		75.92	PARTS FOR COCHITI DIVISION	COCHITI DIVISION
		2,498.00	PORTACOOOL	SOCORRO DIVISION
		198.98	TOOLS FOR SHOP	COCHITI DIVISION
151419	JARAMILLO, TARAH	80.80	80% ADVANCE EXPENSES EL VADO TOUR	ACCOUNTING
151420	PACIFIC OFFICE AUTO	347.59	JUN24- COPIER LEASE 3RD YEAR - 2023-2024	ALBUQUERQUE DIVISION
		204.36	JUN24- COPIER LEASE 3RD YEAR - 2023-2024	EQUIPMENT REPAIR & TRANS
		1,155.23	JUN24- COPIER LEASE 3RD YEAR - 2023-2024	GENERAL OFFICE
151421	PACIFIC OFFICE AUTO	13.79	MAY24 - OVERAGES CUSTOMER# 635984	GENERAL OFFICE
151422	PADILLA , MICHAEL	80.80	ACTUAL EXPENSES EL VADO TOUR JUNE 25-26,2024	LICENSING & LAND SALES
151423	POWER FORD	41,771.00	1/2 TON TRUCK	CAPITAL INV FUND CONSV
151424	SANDOVAL COUNTY CLERK	50.00	RELEASE OF LIENS	ACCOUNTING
151425	STATE OF NEW MEXICO	258.21	PAYROLL GARNISHMENT	GENERAL FUND
151426	VALENCIA COUNTY CLERK	175.00	RELEASE OF LIENS	ACCOUNTING
151427	4 RIVERS EQUIPMENT	1,784.54	JD FILTERS	INVENTORY
151428	4 RIVERS EQUIPMENT	80.11	BELT	ALBUQUERQUE DIVISION
		285.79	MISC. JOHN DEERE DOZER PARTS	ALBUQUERQUE DIVISION
		10.94	SCREW, BUSHING, WASHERS & LOCKNUT	SOCORRO DIVISION
151429	A & A PUMPING	1,471.52	PUMPED OUT WASH BAY AREA	BELEN DIVISION
151430	ACTION HOSE INC.	8.26	FITTINGS	EQUIPMENT REPAIR & TRANS
		15.84	FITTINGS	SOCORRO DIVISION
		322.11	HOSES & FITTINGS	ALBUQUERQUE DIVISION
		45.50	HOSE	EQUIPMENT REPAIR & TRANS
151431	ALBUQUERQUE ASPHALT	2,300.00	DAMAGE DEPOSIT REFUND	GENERAL FUND
151432	ALBUQUERQUE BOLT	3.90	BOLTS & LOCTITE	ALBUQUERQUE DIVISION
		16.00	BOLTS & LOCTITE	EQUIPMENT REPAIR & TRANS
		20.25	BOLTS AND WASHERS	SOCORRO DIVISION
151433	ALBUQUERQUE FENCE CO	4,053.88	SOCORRO PUMP FENCING	SOCORRO DIVISION
151434	ALBUQUERQUE FORKLIFT	47.14	DUPLICATE KEYS	ALBUQUERQUE DIVISION
151435	ALBUQUERQUE GRAVEL P	12,648.00	ER&T SHADE STRUCTURE CONCRETE	EQUIPMENT REPAIR & TRANS
		1,134.00	FY 24 CONCRETE/SHOTCRETE - BELEN	BELEN DIVISION
151436	ALBUQUERQUE PIPE	55.73	GASKETS	ALBUQUERQUE DIVISION
		4,487.40	PUMP & COUPLER UNIT 44602	ALBUQUERQUE DIVISION
151437	ALBUQUERQUE PUB	82.62	JUN24- ABQ JOURNAL BOARD MEETING	BOARD OF DIRECTORS

Check Number	Vendor Name	Check Amount	Description	Location
		85.45	JUN24- EL DEFENSOR BOARD MEETING	BOARD OF DIRECTORS
		77.50	JUN24- VALENCIA CO BOARD MEETING	BOARD OF DIRECTORS
		114.78	LEGAL ADS	PURCHASING
		86.79	MAY24 - ABQ JOURNAL SPECIAL BOARD MEETING	BOARD OF DIRECTORS
		87.82	MAY24- ABQ JOURNAL BOARD MEETING	BOARD OF DIRECTORS
		88.56	MAY24- EL DEFENSOR BOARD MEETING	BOARD OF DIRECTORS
		86.48	MAY24- EL DEFENSOR SPECIAL BOARD MEETING	BOARD OF DIRECTORS
		84.80	MAY24- VALENCIA CO SPEC BOARD MEETING	BOARD OF DIRECTORS
		82.71	MAY24- VALENCIA CO BOARD MEETING	BOARD OF DIRECTORS
151438	ALFRED APPRAISAL	4,315.00	HARWOOD APPRAISAL	LICENSING & LAND SALES
151439	ALL AROUND AUTO	132.30	REPAIR-UNIT# 68614 20017 MECHANIC TRUCK	SOCORRO DIVISION
151440	ALLSTATE HYDRAULICS	451.12	HYDRAULIC PUMP/MOTOR	ALBUQUERQUE DIVISION
151441	AMAZON CAPITAL	414.77	IT SUPPLIES	INFORMATION SYS
		100.33	SD CARD FOR DRONE	INFORMATION SYS
		57.62	SUPPLIES	WATER OPERATIONS
		1,472.30	VALLE VISTA GRANT ITEMS	GRANTS FUND GO
		39.98	WIRED HEADSET	INFORMATION SYS
151442	ATLAS PUMP CO, INC.	661.89	SAND TRAP PUMPING	EQUIPMENT REPAIR & TRANS
151443	AUTOZONE, INC	421.98	FUEL PUMP & SENDING UNIT	ALBUQUERQUE DIVISION
151444	AWARDS ETC.	7.50	NAME PLATE	WATER OPERATIONS
151445	BJW VENTURES, LLC	775.00	NERF BARS FOR SERVICE TRUCK	CAPITAL INV FUND ER&T
		295.00	SEAT COVERS FOR SERVICE TRUCK	EQUIPMENT REPAIR & TRANS
151446	BOHANNAN HUSTON	12,173.84	APR24- ATRISCO MADRE OPEN SPACE DESIGN	GRANTS CONSV/PLANNING
151447	BOHANNAN HUSTON	12,845.17	LORETTA INTERSECTION/ALAMEDA BOAT- MAY24	GRANTS FUND ABQ
151448	BOYD-SHUCK NAPA	132.88	REPAIR-UNIT# 47023 2008 JD MOWER	SOCORRO DIVISION
		16.62	REPAIR-UNIT# 63339 2005 FORD F150 TRUCK	SOCORRO DIVISION
		59.07	REPAIR-UNIT# 64006 1999 GMC DUMP TRUCK	SOCORRO DIVISION
		103.21	REPAIR-UNIT# 64412 1999 GMC DUMP TRUCK	SOCORRO DIVISION
		32.29	REPAIR-UNIT# 65103 2015 5YRD DUMP TRUCK	SOCORRO DIVISION
		187.91	REPAIR-UNIT# 67016 2012 JOHN DEERE TRACTOR	SOCORRO DIVISION
		91.11	REPAIR-UNIT# 8425.22 2017 ALAMO MOWER	SOCORRO DIVISION
		135.98	STOCKING MECHANIC UNIT# 68613	SOCORRO DIVISION
		233.18	SUPPLIES - REPAIR ON UNITS 63445, 13449	SOCORRO DIVISION
		68.98	SUPPLIES - STOCK MECHANIC UNIT	SOCORRO DIVISION
151449	BRUCKNER TRUCK SALES	93.27	RESTOCKING FEE	ALBUQUERQUE DIVISION
		40.88	SWITCH	ALBUQUERQUE DIVISION
151450	BUSTED STEM	445.75	TIRE REPAIR UNIT 37012	COCHITI DIVISION
		129.16	TIRE REPAIR UNIT 47113	ALBUQUERQUE DIVISION
		232.42	TIRE REPAIR/SERVICE CALL UNIT 37011	COCHITI DIVISION
		236.79	TIRE REPAIR/SERVICE CALL UNIT 47018	ALBUQUERQUE DIVISION
		161.44	TIRE REPAIRS UNIT 47019	ALBUQUERQUE DIVISION
		145.30	TIRE REPAIRS UNIT 47502	ALBUQUERQUE DIVISION
		512.13	TIRE UNIT 74903	EQUIPMENT REPAIR & TRANS
		984.08	TIRES UNIT 44417	ALBUQUERQUE DIVISION
		129.16	TIRES UNIT 44422	ALBUQUERQUE DIVISION
		2,070.99	TIRES UNIT 54419	ALBUQUERQUE DIVISION
151451	CASTLE BRANCH, INC.	1,025.10	NEW HIRE BACKGROUND CHECKS	HUMAN RESOURCES
151452	CELLCO PARTNERSHIP	6.74	MAR24- GPS MONTHLY SERVICE	EQUIPMENT REPAIR & TRANS
151453	CENTURY EQUIPMENT	50.78	ANTENNA	BELÉN DIVISION
		102.56	WASHERS	SOCORRO DIVISION
151454	CHACON, MARK	19.94	JUN24- RETIREE	HUMAN RESOURCES
151455	CHAVEZ, MATTHEW D.	1,060.00	RODENT MANAGEMENT- BELÉN HIGHLINE	BELÉN DIVISION
151456	CHOICE STEEL COMPANY	2,248.00	STEEL ORDER	INVENTORY
		1,236.07	SOCORRO BOSQUE GRANT PROJECT	GRANTS CONSV/PLANNING
151457	CINTAS FIRST AID	55.00	JUN24- WATER COOLER RENTAL	BELÉN DIVISION
		45.00	JUN24- WATER COOLER RENTAL	EQUIPMENT REPAIR & TRANS
		45.00	JUN24- WATER COOLER RENTAL	SOCORRO DIVISION

Check Number	Vendor Name	Check Amount	Description	Location
		46.11	RESTOCK FIRST AID CABINETS	BELEN DIVISION
		8.80	RESTOCK FIRST AID CABINETS	ALBUQUERQUE DIVISION
		32.24	RESTOCK FIRST AID CABINETS	GENERAL OFFICE
		180.00	JUN24- WATER COOLER RENTAL	COCHITI DIVISION
151458	CLARK TRUCK	725.00	WINCH	SOCORRO DIVISION
151459	CONSTRUCTION RENTAL	142.48	IGNITION MODULE & CARBURETOR	ALBUQUERQUE DIVISION
151460	CONSTRUCTION TRUCK	238.44	DIAPHRAGM & VALVE	ALBUQUERQUE DIVISION
151461	CONTINENTAL BATTERY	226.44	BATTERIES	BELEN DIVISION
151462	CRAIG INDEPENDENT	22.21	FLAT REPAIR	WATER DISTRIBUTION DIV
		156.56	TIRE REPAIR UNIT 54420	BELEN DIVISION
151463	CRITTERS OIL CHANGE	150.00	OIL CHANGE	BELEN DIVISION
		300.00	OIL CHANGE	WATER DISTRIBUTION DIV
		75.00	OIL CHANGE	WATER OPERATIONS
151464	DESERT GREENS EQUIP	186.74	FILTERS	ALBUQUERQUE DIVISION
		173.09	FUEL INJECTOR	ALBUQUERQUE DIVISION
		166.07	FUEL PUMP	SOCORRO DIVISION
		38.57	RESTOCKING FEE	ALBUQUERQUE DIVISION
		123.44	SCREEN	ALBUQUERQUE DIVISION
		83.65	WEATHERSTRIP	COCHITI DIVISION
151465	DIESEL LAPTOPS, LLC	3,850.01	SOFTWARE UPDATE	BELEN DIVISION
		3,850.02	SOFTWARE UPDATE	EQUIPMENT REPAIR & TRANS
151466	DMC LOGISTICS	287.74	JUN24-DELIVERY OF BOD MEETING PACKETS	BOARD OF DIRECTORS
151467	ENCHANTMENT SAFETY A	1,478.15	YELLOW JACKET ORDER FY 24	ALBUQUERQUE DIVISION
		494.45	YELLOW JACKET ORDER FY 24	COCHITI DIVISION
151468	FARRELL, CHARLES M.	180.00	RODENT MANAGEMENT- GABALDON LATERAL	BELEN DIVISION
151469	FEDEX	190.53	SONTEK LOANER SHIPPING	WATER OPERATIONS
151470	GENUINE NAPA	41.99	ALARM	BELEN DIVISION
		21.38	BLOW GUN	BELEN DIVISION
		100.50	DUCT HOSE	BELEN DIVISION
		28.23	GAS FILLER NECK NOSE	BELEN DIVISION
		31.38	HOSE BARB 5/8" W/3/8" NPT	BELEN DIVISION
		167.59	HYDRAULIC LEAK REPAIRS	BELEN DIVISION
		143.09	LIGHTS	BELEN DIVISION
		730.31	PARTS AND REPAIRS, SHOP SUPPLIES	BELEN DIVISION
		292.99	WASTE OIL PUMP	BELEN DIVISION
151471	GPS, LLC	24.23	REPAIR-UNIT# 13449 2008 CHEVY SILVERADO	SOCORRO DIVISION
		127.54	REPAIR-UNIT# 47023 2007 JD TRACTOR MOWER	SOCORRO DIVISION
		24.23	REPAIR-UNIT# 64014 2008 F350 SPRAYER TRUCK	SOCORRO DIVISION
		72.69	REPAIR-UNIT# 65103 2015 DUMP TRUCK	SOCORRO DIVISION
		65.41	REPAIR-UNIT# 68613 2016 CHEVY K2500	SOCORRO DIVISION
		24.23	REPAIR-UNIT# 80037 2022 FORD F150 4X4	SOCORRO DIVISION
		104.86	SERVICE-UNIT# 63442 2012 CHEVY TRUCK	SOCORRO DIVISION
		139.42	SERVICE-UNIT# 80017 2019 FORD F150	SOCORRO DIVISION
151472	GRAINGER	98.40	EYE BOLTS	WATER OPERATIONS
151473	HERTZLER, LORRAINE	580.00	RODENT MANAGEMENT- CASA COLORADA DRAIN	BELEN DIVISION
151474	HI-LINE ELECTRIC CO.	194.42	HI- LINE MICHAEL	BELEN DIVISION
151475	IMSCO DIVISION	91.70	LIFTING STRAPS	SAFETY DEPARTMENT
151476	INLAND KENWORTH INC.	451.95	HOOD STRUTS UNIT 44602	ALBUQUERQUE DIVISION
151477	IRSC	718.45	R&R RADIATOR	ALBUQUERQUE DIVISION
151478	JARAMILLO, DANNY A.	1,419.74	JUN24- RETIREE	HUMAN RESOURCES
151479	JIFFY LUBE	63.06	OIL CHANGE FOR UNIT #33608	COCHITI DIVISION
		71.17	OIL CHANGE FOR UNIT #43459	WATER DISTRIBUTION DIV
151480	JOSE M. AGUILAR J.A	189.64	TIRE REPAIR	BELEN DIVISION
		223.30	TIRE REPAIR UNIT 57024	BELEN DIVISION
151481	KRONOS SAASHR, INC.	1,338.75	MAY24- UKG KRONOS READY SOFTWARE	INFORMATION SYS
151482	LEE'S ELECTRIC MOTOR	5,185.70	R&R MOTOR UNIT 110	ALBUQUERQUE DIVISION
151483	LONGLEAF SERVICES	2,357.34	CLASSROOM BOOKS -ACEQUIA PROJECT	GRANTS FUND

Check Number	Vendor Name	Check Amount	Description	Location
151484	MAINTENANCE SERVICE	414.10	JUN24-ABQ DIVISION JANITORIAL CLEANING	ALBUQUERQUE DIVISION
		2,036.03	JUN24-GENERAL OFFICE JANITORIAL CLEANING	GENERAL OFFICE
		430.50	SHAMPOO CARPETS	GENERAL OFFICE
		102.24	STAIN REMOVAL	GENERAL OFFICE
151485	MARQUEZ, BELLINA C	718.05	JUN24- RETIREE	HUMAN RESOURCES
151486	MCT INDUSTRIES, INC.	22.56	BUNGEE CORDS	EQUIPMENT REPAIR & TRANS
		163.83	TARP	ALBUQUERQUE DIVISION
151487	MELLOY DODGE LOS LUNAS	64.75	MISC. PARTS	BELEN DIVISION
151488	MELLOY FORD LOS LUNA	229.74	PARTS FOR MULTIFUNCTION HOUSING	BELEN DIVISION
151489	MOORE, JAYSON	340.00	RODENT MANAGEMENT- LAS NUTRIAS	BELEN DIVISION
151490	MORA, RUBEN	600.72	JUN24- RETIREE	HUMAN RESOURCES
151491	NAPA AUTO PARTS	40.32	COVER, FLOOR MATS	EQUIPMENT REPAIR & TRANS
		204.38	COMPUTER	ALBUQUERQUE DIVISION
		21.00	FILTER	ALBUQUERQUE DIVISION
		42.63	FILTERS	WATER DISTRIBUTION DIV
		44.16	FUEL LINE, LIGHT, OIL DRAIN PLUG	ALBUQUERQUE DIVISION
		552.42	PRY BAR SET, SHOCKS, SHOP SUPPLIES	EQUIPMENT REPAIR & TRANS
151492	NED'S PIPE & STEEL	107.69	MISC. PARTS, TORCH HOSE	BELEN DIVISION
151493	NEW MEXICO TRACTOR S	1,346.94	MISC. PARTS, SUPPLIES	BELEN DIVISION
		798.53	REPROGRAM HOUR METER	SOCORRO DIVISION
151494	NM TECH	2,852.03	3/25/24-4/21/24 - ASR FEASIBILITY STUDY	GRANTS FUND GO
151495	OCCUPATIONAL HEALTH	127.00	SCREENINGS FOR ON THE JOB INJURIES	BELEN DIVISION
		135.61	SCREENINGS FOR ON THE JOB INJURIES	COCHITI DIVISION
		127.00	SPECIMEN PROCESSING	EQUIPMENT REPAIR & TRANS
151496	PARTS AUTHORITY	1,175.65	BALDWIN FILTERS	INVENTORY
151497	PEREA, MAX	112.00	RODENT MANAGEMENT- BELEN HIGHLINE	BELEN DIVISION
151498	POLING, JAMES	84.79	JUN24- RETIREE	HUMAN RESOURCES
151499	POWER EQUIPMENT	15.78	FREIGHT FOR VOLVO FILTERS	GENERAL FUND
		25.86	OIL FILTER	ALBUQUERQUE DIVISION
		138.63	PIPES	BELEN DIVISION
		(181.76)	CREDIT PIPE INV	BELEN DIVISION
		512.94	ROOF SUN VISOR	ALBUQUERQUE DIVISION
		466.14	VOLVO FILTERS	INVENTORY
151500	POWER FORD	211.36	A/C CONDENSER	ALBUQUERQUE DIVISION
		297.56	BALL JOINTS	EQUIPMENT REPAIR & TRANS
		98.01	GRILLE, CONDENSER, & COVER	WATER DISTRIBUTION DIV
		427.45	GRILLE, CONDENSER, & COVER	SOCORRO DIVISION
151501	PRUDENTIAL OVERALL S	52.13	FY24-UNIFORM RENTAL	EQUIPMENT REPAIR & TRANS
		100.00	FY24-UNIFORM RENTAL	BELEN DIVISION
151502	PURCELL TIRE COMPANY	(154.00)	CREDIT TIRE TUBE INV 9047255 PO 20243814	COCHITI DIVISION
		246.98	TIRE	EQUIPMENT REPAIR & TRANS
151503	QUADIENT, INC.	453.71	Q4 MAILING MACHINE LEASE AGREEMENT	NON DIVISION
151504	RAKS BUILDING SUPPLY	8.89	DUPLICATE KEY & SCREWS	EQUIPMENT REPAIR & TRANS
		24.98	MISC. SUPPLIES	ALBUQUERQUE DIVISION
		12.29	SUPPLIES	BELEN DIVISION
151505	RANCHERO BUILDERS	3.00	NIPPLES POLY	BELEN DIVISION
151506	RANDY'S ACE HARDWARE	82.40	REPAIR-UNIT# 64413 2009 INTERNATIONAL DUMP	SOCORRO DIVISION
151507	RED SHOVEL LLC	843.63	JUN24- MONTHLY GROUNDS MAINTENANCE	GENERAL OFFICE
151508	ROBERTS TRUCK CENTER	61.40	CAP & FILTERS	ALBUQUERQUE DIVISION
		97.22	CAP & FILTERS	BELEN DIVISION
		1,347.91	DIAGNOSE & REPAIR-ENGINE LIGHT UNIT 44421	ALBUQUERQUE DIVISION
		168.55	EGR COOLER RETURN TUBE	SOCORRO DIVISION
151509	SAN BAR CONSTRUCTION	6,860.70	SIGNS	LICENSING & LAND SALES
151510	SENERGY PETROLEUM	6,471.45	OILS	INVENTORY
151511	SILVA'S AUTO TIRE	35.00	NEW TIRE DISMOUNT/REMOUNT/BALANCE	WATER DISTRIBUTION DIV
		50.00	TIRE REPAIR	WATER DISTRIBUTION DIV
151512	SOUTHERN TIRE MART	202.67	TIRE	WATER DISTRIBUTION DIV

Check Number	Vendor Name	Check Amount	Description	Location
		1,595.00	TIRE UNIT 57116	BELEN DIVISION
		787.52	TIRES	BELEN DIVISION
151513	SOUTHWEST GENERAL TI	173.75	TIRE	WATER DISTRIBUTION DIV
		684.04	TIRES	ALBUQUERQUE DIVISION
151514	SPECIALTY COMMUNICAT	322.88	MAY24- RADIO REPEATER	NON DIVISION
151515	STAPLES ADVANTAGE	39.78	OFFICE SUPPLIES	BELEN DIVISION
		74.59	OFFICE SUPPLY ORDER	COCHITI DIVISION
		34.08	TIME CARDS	NON DIVISION
151516	TECHNOLOGY INTEGRATION	2,138.90	JUN24- DATTO ANNUAL RENEWAL	INFORMATION SYS
		639.29	JUN24- DATTO SAAS PROTECTION MICROSOFT	INFORMATION SYS
151517	TERRALOGIC DOCUMENT	936.85	LASERFICHE DATA RESTORATION PROJECT	ACCOUNTING
151518	THOMPSON SAFETY LLC	1,820.00	SAFETY GLOVES	GENERAL FUND
151519	TIRES TO YOU, LLC.	95.00	TIRE REPAIR	LICENSING & LAND SALES
		394.00	TIRE REPAIRS/SERVICE CALLS & TIRE PURCHASE	ALBUQUERQUE DIVISION
		15.00	TIRE REPAIRS/SERVICE CALLS & TIRE PURCHASE	EQUIPMENT REPAIR & TRANS
		15.00	TIRE REPAIRS/SERVICE CALLS & TIRE PURCHASE	WATER DISTRIBUTION DIV
151520	TRACTOR & EQUIPMENT	875.28	TIGER PARTS	INVENTORY
151521	TRAIN IT NEW MEXICO	3,800.00	CDL TRAINING JOEL MARTINEZ MAY 26 2024	SOCORRO DIVISION
151522	UNIFORMS & MORE	770.00	NEON YELLOW SHIRTS	SAFETY DEPARTMENT
		90.00	GENERAL OFFICE SHIRT ORDER	ACCOUNTING
		198.00	GENERAL OFFICE SHIRT ORDER	INFORMATION SYS
		162.00	GENERAL OFFICE SHIRT ORDER	WATER DISTRIBUTION DIV
		117.00	GENERAL OFFICE SHIRT ORDER	SOCORRO DIVISION
151523	UNIVERSITY MRO LLC	80.00	SPECIMEN PROCESSING	ALBUQUERQUE DIVISION
		80.00	SPECIMEN PROCESSING	BELEN DIVISION
		40.00	SPECIMEN PROCESSING	SOCORRO DIVISION
151524	UNUM LIFE INSURANCE	4,096.34	MAY24- LIFE, AD&D, STD, & LTD	GENERAL FUND
151525	VALLEY SANITATION	44.26	TRASH REMOVAL	BELEN DIVISION
151526	VERIZON CONNECT	2,305.48	APR-JUN24 GPS MONTHLY SERVICE	EQUIPMENT REPAIR & TRANS
151527	VISTAGE WORLDWIDE	21,027.77	CEO ANNUAL MEMBERSHIP DUES & ENROLLMENT	EXEC TEAM
151528	WAGNER EQUIPMENT CO.	100.01	TUBE, BRACKET & BULB	ALBUQUERQUE DIVISION
151529	WILSON & COMPANY	70,521.59	03/23/24- 05/17/24 - CORRALES SIPHON DESIGN	GRANTS FUND ABQ
151530	BERNALILLO COUNTY CL	25.00	RELEASE OF LIEN	ACCOUNTING
151531	CHILD SUPPORT ENFORCE	1,086.40	PAYROLL GARNISHMENT	GENERAL FUND
151532	MRGCD PETTY CASH	10.00	REPLENISH PETTY CASH APR24	LICENSING & LAND SALES
		20.00	REPLENISH PETTY CASH JUN24	PURCHASING
151533	POSTMASTER	256.00	FY2024 POSTMASTER- BOX 581	NON DIVISION
151534	SANDOVAL COUNTY CLERK	25.00	RELEASE OF LIEN	ACCOUNTING
151535	STATE OF NEW MEXICO	258.21	PAYROLL GARNISHMENT	GENERAL FUND
151536	VALENCIA COUNTY CLERK	75.00	RELEASE OF LIENS	ACCOUNTING
151537	A-1 QUALITY REDI-MIX	18,750.00	ROCK / GRANT 20-E2749	GRANTS CONSV/PLANNING
151538	AT&T	6,767.42	JUN24 MONTHLY WIRELESS CHARGES	ALL DEPT/DIVISION
151539	AVALLONE, SARAH	259.78	JUN24- RETIREE	HUMAN RESOURCES
151540	BOHANNAN HUSTON	14,736.12	JUN24- FEEDER 3 STATION	CAPITAL INV FUND ENGINEERING
		18,716.58	MAY24- ATRISCO MADRE OPEN SPACE DESIGN	GRANTS CONSV/PLANNING
		19,013.20	MAY24- FEEDER 3 STATION	CAPITAL INV FUND ENGINEERING
151541	BOHANNAN HUSTON	5,222.04	LORETTA INTERSECTION/ALAMEDA BOAT- JUN24	GRANTS FUND ABQ
151542	BOHANNAN HUSTON	48,546.38	JUN24- BERNALILLO TO BELEN- MOUNTAINVIEW PH 1	GRANTS FUND
151543	BOHANNAN HUSTON	31,378.26	JUN24 - ATRISCO MADRE OPEN SPACE DESIGN	CONSERVATION/PLANNING
		6,226.93	JUN24 - ATRISCO MADRE OPEN SPACE DESIGN	GRANTS CONSV/PLANNING
151544	CARRILLO, RONNIE	92.00	RODENT MANAGEMENT- GARCIA EXTENSION	BELEN DIVISION
151545	CONCRETE CANVAS US	1,531.00	MATS AND STEEL	ALBUQUERQUE DIVISION
		20,000.00	MATS AND STEEL	GRANTS FUND ABQ
151546	CRAIG INDEPENDENT	236.48	DISMOUNT/MOUNT/BALANCE UNIT#53415	BELEN DIVISION
		422.69	TIRE REPAIRS	WATER DISTRIBUTION DIV
151547	HDR ENGINEERING	31,740.55	MARCH 14, 2024- JUNE 1, 2024 DESIGN PROJECT	GRANTS FUND
151548	LARRY H. MILLER CASA	714.18	DOOR PANEL & HANDLES	ALBUQUERQUE DIVISION

Check Number	Vendor Name	Check Amount	Description	Location
151549	LAW & RESOURCE	13,142.01	MAY24 COUNSEL	NON DIVISION
151550	NM TECH	3,636.35	4/22/24- 6/01/24 - ASR FEASIBILITY STUDY	GRANTS FUND ENGINEERING
		7,451.83	4/22/24- 6/01/24 - ASR FEASIBILITY STUDY	GRANTS FUND
151551	TNT STARTERS AND ALT	58.80	PULLEY/SHEAVE	ALBUQUERQUE DIVISION
151552	WATER STRATEGIES	8,000.00	JUN24- FEDERAL CONSULTING SERVICES	NON DIVISION
151553	WIGGINS, WILLIAMS	8,243.66	MAY24- COUNSEL	NON DIVISION
151554	WILLIAMS WINDMILL	8,563.70	KIOSKS FOR SOCORRO RIVERINE PARKS	GRANTS CONSV/PLANNING
151555	WILSON & COMPANY	21,200.24	#12 SOCORRO MAIN CANAL N. SECT	GRANTS FUND SOCORRO
151556	HUNTER BOWER LUMBER	132.98	GATE SUPPLIES / GRANT 20-E2749	GRANTS CONSV/PLANNING
151557	LINDE GAS	486.50	WELDING RODS / GRANT 20-E2749	GRANTS CONSV/PLANNING
151558	TRUEPOINT SOLUTIONS	1,110.00	CONFIGURATION	GRANTS FUND NON DIVISION
900002	THOMASON LAW FIRM	138.39	PAYROLL RUN 1 - WARRANT PP0924	GENERAL FUND
900003	THOMASON LAW FIRM	(138.39)	CREDIT PAYROLL RUN 1 - WARRANT PP1024	GENERAL FUND
900004	WELLS FARGO BANK	20.00	DENVER TRIP 5/2-3/24 (20243336)	EXEC TEAM
		553.28	HOTEL LAW OF THE CO. RIVER	EXEC TEAM
		863.46	2024 TYLER CONNECT - HOTEL	ACCOUNTING
		863.46	2024 TYLER CONNECT - HOTEL	HUMAN RESOURCES
		863.46	2024 TYLER CONNECT - HOTEL	INFORMATION SYS
		113.16	EXPENSES & HOTEL - LAW OF THE CO.RIVER	EXEC TEAM
		119.99	CANVA ANNUAL SUBSCRIPTION	ADMINISTRATION
		428.41	COSTCO ORDER-SUPPLIES	GENERAL OFFICE
		211.41	GAS ENGINE/PONY MOTOR	SOCORRO DIVISION
		85.00	GFOA WEBINAR INTRODUCTION TO GOV. ACCT.	ACCOUNTING
		377.14	HOTEL RUIDOSO ALICIA NMWDOC MAY 1-3 2024	ENGINEERING & MAPPING
		377.14	HOTEL RUIDOSO ANGELINA NMWDOC	ENGINEERING & MAPPING
		39.99	INTERMEDIA MEETING SOFTWARE	INFORMATION SYS
		216.00	SOUTHWEST FLIGHT CHANGE DENVER,CO	EXEC TEAM
		300.53	EXPENSES DENVER TRIP	EXEC TEAM
		28.86	EXPENSES EL PASO, TX 4/25-26/24 RIO GRANDE	EXEC TEAM
		4.38	PARKING	EXEC TEAM
		35.00	PARKING LAW OF THE CO.RIVER	EXEC TEAM
		25.00	SOCORRO CO. FARMERS & IRRIGATORS MEETING	NON DIVISION
		2.16	ZENDESK MONTHLY	INFORMATION SYS
		<b>973,823.10</b>	<b>TOTAL PAYROLL</b>	
		<b>587,573.71</b>	<b>TOTAL CHECKS/EFT - GENERAL FUND</b>	
		<b>58,801.47</b>	<b>TOTAL CHECKS - DEBT SERVICE FUND</b>	
		<b>295,387.77</b>	<b>TOTAL CHECKS - GRANTS FUND</b>	
		<b>851,294.01</b>	<b>TOTAL CHECKS - CAPITAL INVESTMENT FUND</b>	
		<b><u>\$ 2,766,880.06</u></b>	<b>GRAND TOTAL</b>	
Pamela S. Fanelli, CFO		Stephanie Russo Baca, Chair		

**MINUTES OF THE  
2,212th REGULAR MEETING OF THE  
BOARD OF DIRECTORS OF THE  
MIDDLE RIO GRANDE CONSERVANCY DISTRICT**

**JUNE 10, 2024 - 3:00 PM**

Directors having been duly notified; Madam Chair Russo Baca called the regular meeting to order at 3:04 pm. The following Directors and Staff were present:

**DIRECTORS**

Stephanie Russo Baca, Madam Chair	Present
Karen Dunning, Vice Chair	Absent
Brian Jiron, Director	Present
John P. Kelly, Director	Present
Glen Duggins, Director	Absent
Micheal T. Sandoval, Director	Present
Colin T. Baugh, Director	Present

**STAFF**

Jason Casuga	Chief Engineer/CEO
Lorna Wiggins	General Counsel
Christina J. Bruff	Chief Water Counsel
Pamela Fanelli	Secretary-Treasurer/CFO
Eric Zamora	Chief Operating Officer
Anne Marken	Water Distribution Division Mgr.
Matt Martinez	Water Operations Division Mgr.

The following names of individuals were interested viewers, callers and/or participants

Brook Bassan, ABQ City Councilor	Lucas Harvey, Emrgy	Richard DeLoia, MRGCD
Jennifer Faler, USBR	Nathan Roberts, BHI	Tarah Jaramillo, MRGCD
Pacifica Casares-Chehy, USBR	Joan Hashimoto	Mike Padilla, MRGCD
Angel Madera Enriquez, MRGCD	Patrick Taber, BIA	Calijah Kaye, MRGCD
Judith McSweeney, MRGCD	Amanda Molina, MRGCD	Casey Ish, MRGCD
Rhett Sander-Spencer, MRGCD	Kim Ward, MRGCD	Yasmeen Najmi, MRGCD
John Thompson, MRGCD Lobbyist	Steve Kinberger, MRGCD	Christine Nardi, MRGCD

**AGENDA ITEM NO. 1 – PLEDGE OF ALLEGIANCE**

Director Baugh led the Pledge of Allegiance at today's meeting.

Madam Chair Russo Baca declared a quorum, and the meeting was publicly noticed. This meeting was a hybrid meeting with Directors Jiron and Sandoval attending virtually. Therefore, rollcall votes were necessary for regular motions.

**AGENDA ITEM NO.2 - APPROVAL OF THE AGENDA**

Madam Chair Russo Baca added an amendment to 13(d), stating Director Sandoval was not at that meeting, and moved 14(a) to executive session for a further update. Mr. Casuga added Item 9(e) to discuss the search for an insurance carrier for FY25.

Director Kelly made the **MOTION TO APPROVE THE MEETING AGENDA with the above changes**. Seconded by Director Baugh. Rollcall vote was administered, and Director Jiron voted yes, the **MOTION CARRIED**.

**AGENDA ITEM NO. 3 - CONSENT AGENDA**

- a. **Consideration/Approval of Payment Ratification - June 10, 2024**
- b. **Consideration/Approval of May 2024 Invoice for Wiggins, Williams & Wiggins**
- c. **Consideration/Approval of May 2024 Invoice for Law and Resource Planning Assoc.**



- d. **Consideration/Approval of the Minutes for the Special Board Meeting - May 13, 2024**
- e. **Consideration/Approval of the Minutes for the Regular Board Meeting - May 13, 2024**
- f. **Memo on MRGCD Approved Licenses for May 2024 (For informational Purposes Only)**

Director Kelly made the **MOTION TO APPROVE THE CONSENT AGENDA**. Seconded by Director Baugh. The **MOTION CARRIED**.

**AGENDA ITEM NO.4 - DISCUSSION FOR THE CITY COUNCIL E-BIKE O-24-14**  
**COMMITTEE SUBSTITUTE - Brook Bassan, Albuquerque city Councilor District 4**

Councilor Bassan explained they have been working on changing the electric bike (e-bike) ordinance in the City of Albuquerque and discussed some concerns people have about them. She said the state passed a bill that prohibits e-bikes unless a municipality chooses to do otherwise with their ordinance, and Albuquerque Parks and Recreation decided to permit them on paved trails. She stated they cannot go over 28 mph and expressed that if an analog bicycle can ride there, an e-bike should also be allowed to ride there. Councilor Bassan noted that a Joint Powers Agreement would not allow e-bikes to go to a certain area unless the Joint Powers Agreement is amended to include and permit certain trails. She said e-bikes are the new bicycle for many people and they would mitigate people's fears on speed, safety, and protection of open space while still allowing people who want to use e-bikes to also be able to use them.

Director Kelly stated that he believes a Class 3 e-bike going 28 mph did not fit in with analog bicycles, so he asked about speed limit plans on particular trails.

Councilor Bassan noted there is a uniform speed limit of 20 mph or lower on all or any trails and that would be included in the ordinance.

Director Kelly asked about the enforcement of people speeding.

Councilor Bassan said that they would be working with APD, metro security, or park rangers on that.

Mr. Casuga explained that the Alameda Trail and Paseo del Bosque Trail were covered under license agreements and JPAs, so those would not be in play without having a conversation with MRGCD, and that if there are any substantive changes to policies or rules regarding a JPA, MRGCD has a say in that.

Director Kelly asked if they were currently looking to revamp the JPA for the Rio Grande Valley State Park.

Mr. Casuga confirmed that is correct.

Director Baugh talked about a recent encounter with someone on an e-bike that almost ran over his child on a trail along the river. He said he would be interested to see revisions and what trails would allow for that. He noted he does not like signs along the trails saying to slow down, the idea of speed cameras, and does not want to have to worry if his child will get runover if they get five to six feet in front of him.

Mr. Casuga stated one thing he believes will be discussed under the JPA is the difference between an e-bike being on a paved trail on the levee versus entering the Bosque with much narrower trails.

Director Kelly asked when this will be up for action.

Councilor Bassan explained they will have a committee meeting on Wednesday to present this, but wanted to bring it to MRGCD's attention and assured them they will still be respecting and protecting the JPA. She added that she is also an advocate for widening trails, but it will take more time and money in the long run and does not want to penalize some people for using the environment and not penalize others.

Mr. Casuga recommended delegating this to the Urban Committee to discuss the matter and see if they need to form an opinion or have an opinion expressed in the JPA for the Rio Grande Valley State Park when it comes out. Madam Chair Russo Baca agreed.

Director Kelly expressed that no one opposes the bill as presented and values the relationship with the City of Albuquerque Parks and Rec Department on managing the Bosque.

#### **AGENDA ITEM NO. 5 - ITEMS FROM THE FLOOR (Comments are limited to three (3) minutes)**

##### **Joan Hashimoto**

Joan Hashimoto, stated she's the chairperson of the Corrales Bosque Advisory Commission and would be very opposed to allowing e-bikes on any dirt paths in the Corrales Bosque for many reasons:

- 1) horses, pedestrians, bicyclists and wildlife share those paths, which are often serpentine and have poor forward visibility;
- 2) e-bikes can go very fast, up to 30 mph, with little physical efforts, especially throttle ones, which are popular;
- 3) e-bikes are heavy and go fast which is a formula for danger as they are harder to control. It is well-documented that e-bikers have more serious injuries than traditional bicyclists have;
- 4) Corrales has no open-space personnel to monitor any possible (like 20 mph) speed limit;
- 5) the levee road would be an open invitation for e-bikers to zoom down and create their own paths and thereby damage and degrade the levee;
- 6) the inherent danger of e-bikes in the Corrales bosque to horse riders, pedestrians, bicyclists create significant liabilities to the MRGCD and municipality.

She felt not only e-bikes but also one-wheel skateboards, and e-unicycles should not be allowed, but did not mean e-wheelchairs.

#### **AGENDA ITEM NO. 6 - REPORT(S) FROM THE WATER OPERATIONS AND DISTRIBUTION DIVISIONS**

##### **a. Report on Water Supply Conditions - Anne Marken, Water Ops Division Manager**

Ms. Marken reported on the water supply conditions, stating the respite from the hot weather would be short-lived and the National Weather Service is forecasting it to be in triple digits by the end of the week. She said the middle valley agriculture and conveyance demand was 850 cubic feet per second this past week and available flows into the middle valley are currently about 1400 cubic feet per second of native Rio Grande water. She stated there is currently enough water in the system to meet agricultural and conveyance needs, but the high mountain snows are melting, and river flows are on the decline.

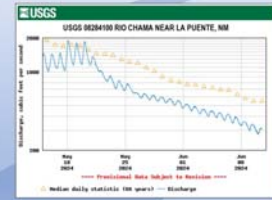
Ms. Marken reported on the river gauges, including the La Puente measuring 300 cubic feet per second and Otowi Index Gauge measuring 1500 cubic feet per second. She explained that once native inflows are not sufficient to meet agriculture and conveyance demand for the middle Rio Grande, MRGCD will have to start releasing from limited available water from storage and how long the water lasts will depend on summer rainstorms and how much MRGCD will need to supplement native Rio Grande flows. She predicted MRGCD to be out of San Juan Chama water by early to mid-July, at which point they would be a run of the river system. She noted there were chances for rain Thursday through Saturday, and the National Weather Service's seasonal outlook is showing above average temperatures and below average precipitation through August.

## Water Supply Update

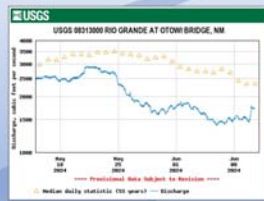
Middle Rio Grande Conservancy District Board of Directors Meeting  
June 10<sup>th</sup>, 2024



### USGS Rio Chama Near La Puente



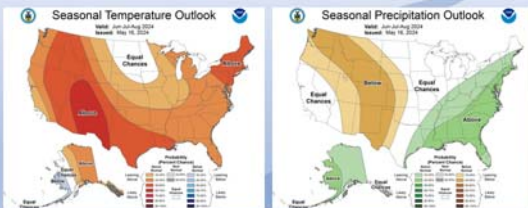
### USGS Rio Grande at Otowi Bridge



### National Weather NM Temperature and Precipitation Forecast Table

Location	Maximum Temperature					Probability of Precipitation				
	Mon 06/20	Tue 06/21	Wed 06/22	Thu 06/23	Fri 06/24	Mon 06/20	Tue 06/21	Wed 06/22	Thu 06/23	Fri 06/24
Albuquerque	77	88	94	97	97	0	0	0	10	10
Santa Fe	73	88	94	97	97	0	0	0	10	10
Farmington	86	94	99	100	99	0	0	0	10	10
Gallup	81	91	96	97	95	0	0	0	10	10
Grants	78	89	94	95	93	0	0	0	10	10
Clayton	72	84	89	90	88	0	0	0	10	10
Raton	72	83	86	87	86	0	0	0	10	10
Las Vegas	67	80	87	90	89	0	0	0	10	10
Montezuma	74	86	91	94	93	0	0	0	10	10
Tucuman	74	85	90	93	92	0	0	0	10	10
Chama	76	88	93	96	95	0	0	0	10	10
Roswell	80	90	95	98	97	0	0	0	10	10
Socorro	85	96	100	102	101	0	0	0	10	10
Chama	69	82	89	92	91	0	0	0	10	10
Teale	71	83	89	92	91	0	0	0	10	10
Angel Fire	64	74	80	85	84	0	0	0	10	10
Los Alamos	68	80	87	90	89	0	0	0	10	10
Redondo	75	84	89	92	91	0	0	0	10	10
Quemado	80	89	94	97	96	0	0	0	10	10

### National Weather Service 90 Day Outlook



Questions?

**b. Status Report on Water Distribution - Matt Martinez, Water Distribution Division Manager**

Mr. Martinez presented a status report on Water Distribution. He explained they have been fortunate during spring runoff to have ample supply of water to meet irrigation demands without major issues or disruptions. He said the decline in river flows signal the impending need for releases from San Juan Chama, and their team is proactively communicating changing conditions to water users and adjusting diversions from lower flows and making concerted efforts to take advantage of the current supply while it lasts. He stated that water users must provide advanced notice of their needs and scheduling must be very organized and it is essential that water users be available to irrigate both day and night, seven days a week. Mr. Martinez commented that irrigation deliveries will be scheduled to avoid repeated opening and closing turnouts and check structures and close monitoring of farming and weather patterns will be imperative. He noted that our monsoon season is from June 15 to September 30 and could bring heavy rain and thunderstorms, which can present risks. He said the team is carefully monitoring river conditions, water use trends, and weather forecasts, and during water shortages, they will schedule irrigation deliveries on a rotational basis.

Director Kelly asked for an estimate on when rotational deliveries will begin.

Mr. Casuga answered that they expect within the next week or two they will transition to more of a rotation based delivery period verses demand based.

Director Kelly inquired if the motor for the second pump at Bernalillo Acequia was reinstalled.

Mr. Martinez stated it would be installed the next day.

Madam Chair Russo Baca mentioned that the hours to call ISOs (Irrigation Systems Operators) were not very clear or evident on the website.

Mr. Martinez said it is on there, but he will make sure it stands out a little more clearly. He added they have an infographic explaining the scheduling and delivery process and water order process, which explains the hours, which are Monday through Saturday, 7:00 a.m. to 11:00 a.m. and 4:00 p.m. to 6:00 p.m., with Sundays off except for urgent or emergent situations.

**AGENDA ITEM NO. 7 - REPORT(S) FROM THE HUMAN RESOURCES DEPARTMENT - Christine L. Nardi, MBA**

**a. Introduction of MRGCD New Hires**

Mr. Steve Kinberger, one of MRGCD's HR Generalists, addressed the board at today's meeting. He stated there was one promotion to an ISO in Bernalillo County adding that the vacancy rate is at 8.73%.

**General Office**

JOHN	ARMUO	IRRIGATION SYSTEMS OPERATOR	06/10/2024 PROMOTION
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**AGENDA ITEM NO. 8 - REPORT(S) FROM THE CHIEF PROCUREMENT OFFICER - Richard DeLoia**

**a. Consideration/Approval of the Feeder No. 3 Pump Station Design - Richard DeLoia, CPO**

Mr. DeLoia presented approval for the design of Feeder No. 3 Booster Station and Transmission Line Task Order 5. He said MRGCD is recommending award to Bohannon Huston Inc. (BHI) for \$411,551.60 with tax, awarded through the MRGCD on-call engineering contracts.

Director Kelly asked if they evaluated the use of turbine pumps since the last meeting.

Nathan Roberts, from BHI, said they did go back and evaluate using turbine pumps, and they have concerns with debris within the canal, and would not be a good solution when pulling from the riverside drain.

Director Kelly asked if wet well requirements would be different for the turbine versus submersible.

Mr. Roberts said that would all depend on taking a look at the pumps and their net positive suction head.

Director Kelly inquired on if they need to buy an additional pump to drop in the capital procurement in case of an emergency and one goes out.

Mr. Casuga explained they have a design process that is going to design the facility itself that will have redundancy, and they expect to get a grant from the Bureau of Reclamation they also want to leverage for other state funds and may be able to fully buy all the equipment upfront or phase buying.

Mr. Roberts added they anticipate as part of the design it to be a two plus one system.

Director Kelly made the **MOTION TO APPROVE FEEDER NO. 3 PUMP DESIGN WITH BOHANNAN HUSTON, INC.** Seconded by Director Baugh. The **MOTION CARRIED UNANIMOUSLY.**

**b. Consideration/Approval for the General Counsel Recommendation - Richard DeLoia, CPO**

Mr. DeLoia presented approval for the General Counsel request for proposal. He said MRGCD recommended award to Wiggins, Williams & Wiggins on a one-year contract with the option of three additional years to start on July 2, 2024.

Madam Chair Russo Baca made the **MOTION TO APPROVE THE GENERAL COUNSEL CONTRACT FOR WIGGINS, WILLIAMS & WIGGINS, PC.** Seconded by Director Baugh. The **MOTION CARRIED UNANIMOUSLY.**

**c. Consideration/Approval of the Outfall Monitoring - Richard DeLoia**

Mr. DeLoia presented approval for the Outfall Monitoring request for proposal. He stated MRGCD staff recommended award to SWCA Environmental Consultants to a one-year contract with the option of three additional years.

Director Kelly made the **MOTION TO APPROVE THE OUTFALL MONITORING BE AWARDED TO SWCA.** Seconded by Director Baugh. The **MOTION CARRIED UNANIMOUSLY.**

**AGENDA ITEM NO. 9 - REPORT(S) FROM THE SECRETARY-TREASURER/CFO - Pamela Fanelli, CMA, CGFM**

**a. Consideration/Approval of the Department of Finance and Administration Infrastructure Capital Improvement Plan (ICIP) Resolution #M-06-10-24-208**

Ms. Fanelli asked MRGCD for approval of Resolution #M-06-10-24-208, the Infrastructure Capital Improvement Plan, which they are required to submit in July.

Mr. Casuga reminded that items that we apply typically for Water Trust Board or for seeking any type of capital outlay money, those projects or that request has to be on the ICIP plan. He noted the significant increase in the amount of items they have on there were related to capital infrastructure.

Director Kelly made the **MOTION TO APPROVE RESOLUTION #M-06-10-24-208 APPROVING THE ICIP FOR TRANSMISSION.** Seconded by Director Baugh. The **MOTION CARRIED UNANIMOUSLY.**

**b. Consideration/Approval of Adoption of Amended Budget for FY2024 (07-01-23 to 06-30-24) Grants Fund Resolution #BA-06-10-24-96**

Ms. Fanelli asked for approval of Resolution #BA-06-10-24-96 to amend the revenue and expenditure to the Grants Fund related to the Interstate Stream Commission Bernalillo to Belen Levee Project. She explained that since it is a life to date fund, they need to make budget adjustments for each grant. She stated the resolution will increase revenues and expenditures by \$59,202.90, which was budgeted for FY25, but they want to send a portion of that to 2024.

Madam Chair Russo Baca made the **MOTION TO APPROVE RESOLUTION #BA-06-10-24-96.** Seconded by Director Kelly. The **MOTION CARRIED UNANIMOUSLY.**

Ms. Wiggins noted that once a quorum is attained, it continues until the meeting is adjourned, if anyone notices that we are not hearing from Director Jiron.

**c. Consideration/Approval of Resolution M-06-10-24-209 for the Water Trust Board Project No. WPF-6297 Funding Offer; Water Storage, Conveyance and Delivery Project; Socorro Division Conveyance Project from the New Mexico Finance Authority**

Ms. Fanelli asked for approval of Resolution #M-06-10-24-209, which accepts the Water Trust Board grant for the Socorro Canal Lining phase two. She noted the grant is \$9 million, the loan amount is \$1 million, and District match of \$2 million. She said they did get the award and now need to accept the award.

Director Baugh made the **MOTION TO APPROVE ACCEPTANCE OF THE AWARD.** Seconded by Chair Russo Baca. The **MOTION CARRIED UNANIMOUSLY.**

**d. Report from the Finance Committee Meeting, June 10, 2024 - Director Kelly, Vice Chair Dunning and Chair Russo Baca**

Madam Chair Russo Baca said the Finance Committee met right before the board meeting. She said she has been appointed for the selection of the Water Counsel proposals for that committee and they will review all of the proposals.

Director Kelly stated they discussed the insurance issue and plans of action. He said they did get a 60-day extension to find a new carrier. He noted that Mr. Casuga and Ms. Fanelli were also appointed to be on the Selection Advisory Committee. He said they will have a Selection Committee meeting prior to the July 12th board meeting.

**e. Update on the Search for an Insurance Carrier for the MRGCD for the upcoming fiscal year.**

Christine Nardi, the HR Director, informed the Board that their insurance carrier decided not to renew the insurance policies for FY25 for the general liability auto and excess liability. She said they have been given a 60-day extension to explore other options

**AGENDA ITEM NO. 10 - REPORT(S) FROM THE PUBLIC INFORMATION OFFICER - Amanda Molina**

**a. Report on the Valle Vista Outdoor Acequia Classroom, May 31, 2024 - Amanda Molina, PIO and Director Baugh**

Ms. Molina gave an update on the Valle Vista Outdoor Acequia Classroom. She expressed they had a soft launch that mostly focused on design, cleaning of the area, and getting spade ready for the summer so kids could start planning and maintaining the garden area. She displayed a video and pictures on their progress to the Board. She stated that much of the funding went towards materials. She said Director Baugh attended and spoke to the kids. She talked about next steps with HDR, including wrapping up the project with construction documents and identifying additional funding to build everything they have brainstormed so far.

Director Baugh commented that it was incredible and transformative. He thanked Ms. Molina and Mr. Ish.

Madam Chair Russo Baca made the **MOTION TO APPROVE THE REPORT** Seconded by Director Kelly. The **MOTION CARRIED UNANIMOUSLY.**

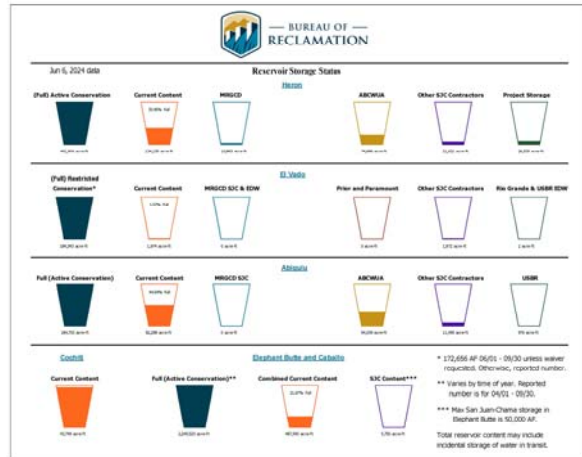
**AGENDA ITEM NO. 11 - REPORT(S) FROM THE DEPARTMENT OF THE INTERIOR**

**a. Bureau of Reclamation - Jennifer Faler, Area Manager**

Jennifer Faler said they sat down with each pueblo and talked to them about the process. She stated there are numerous Indian Water Rights settlements throughout the state and several successful negotiations, but it would be a long haul with the six different pueblos in the middle valley. She discussed El Vado, stating she has heard the noises that were coming from the dam as they were implanting grouting behind the faceplate from the excessive moment of the faceplate. She said they have numerous alternatives that the team worked on that have been fully vetted that they will take a look at, and the value planning study is under development. She noted they would be monitoring to figure out what is a safe level to maintain elevation from the reservoir. Ms. Faler commented they were negotiating for storage in Abiquiu, nailed down an agreement for storage of the prior and paramount water beyond this year, working on details for the middle Rio Grande farmer storage and state storing for the Compact.

Madam Chair Russo Baca asked if they would see an update to the buckets that are provided by USBR.





## MRGCD BOARD MEETING (06-07-2024)

## 1. Item Summary

Content: 134,500 ac-ft (6/7/24)  
 Arotes tunnel: 715 cfs  
 Total SIC inflow year-to-6/6/24: 45,537 ac-ft  
 Currently releasing: 100 cfs  
 Current MRGCD storage: 6,518 ac-ft

## 2. El Vado Summary

Total storage (all contractors and natural): 1,974 ac-ft (6/6/24)  
 Native in El Vado: 2 ac-ft  
 MRGCD's SIC storage in El Vado: 0 ac-ft  
 P & P: 0 ac-ft  
 Other SIC contractors: 1,972 ac-ft  
 Current release is 500 cfs RG inflow is 300-400 cfs

## 3. Storage in Abiquiu

Content: 82,298 ac-ft (6/7/24)  
 MRGCD's SIC storage: 0 ac-ft  
 P&P: 14,529 ac-ft

Total supplemental water released in 2024: 0 ac-ft

## Storage Data as of 6/7/2024 (SWI % of maximum)

Rio Chama Basin.....methed out  
 Upper Rio Grande Basin.....2%  
 Sangre de Cristo Basin.....100%  
 Lower Basin.....methed out  
 San Juan River Basin.....3%

- The NRC's May forecast for streamflow on the Rio Grande at Otowi predicts 355,000 ac-ft from March to July and 197,000 ac-ft from May to July. Based on these forecasts, the call for storage for irrigation on the Prior and Paramount lands of the Six Middle Rio Grande Pueblos was 14,845 ac-ft and was met on May 4.
- Unanticipated conditions at El Vado Dam have paused construction and Reclamation is rethinking the best solution.

Ms. Faler answered they met with water ops and have seen a draft. She said she would push them to try to get a more user friendly version.

Director Baugh asked for a percentage they might be able to store at El Vado.

Ms. Faler said she would get back to him on that.

Ms. Casuga stated the grouting they achieved, if they find it safe to be able to fill up to the grouting would submerge the intake, which would make it more reliable for deliver and not expose it. He mentioned that he has gotten calls to speak on the issue and he has declined any calls about alternatives and are sending them their way.

Pacifica Casares-Chehy, Public Affairs Specialist with the Albuquerque Area Office, assured her she has returned each and every phone call.

Ms. Faler added the technical responses take a little more time.

Director Kelly asked if there were any materials on hand of value as they demode from the site.

Ms. Faler responded she would be happy to bring their field engineer to the next meeting to discuss that.

Director Kelly inquired if it was time to look at including a new outlet structure on the dam to potentially mix water and provide consistent water temperatures below in the Chama and less turbid water to enhance fishery.

Ms. Faler stated Safety of Dam programs do not consider complete rebuilds part of the program, so they would have to see about potentially finding other funding to get some design work done.

Note that Director Sandoval joined the meeting at this time virtually.

## b. Bureau of Indian Affairs - Designated Engineer

Mr. Patrick Taber informed the Board he will be filling the role of designated engineer until they find a permanent replacement. He said he looked forward to working with MRGCD and hoped to keep communications going.

**AGENDA ITEM NO. 12 - REPORT(S) FROM THE CHIEF OPERATING OFFICER - Eric Zamora, PE**

**a. Consideration/Approval of Proposed Land Sale of the Harlan-Henderson Lateral to Mark Baca - Rhett Sander-Spencer, Right of Way Specialist**

Rhett Sander-Spencer proposed approval of a land sale of the Harlan-Henderson Lateral to Mark Baca for \$13,000. He noted that upon full payment of all amounts due, the property sold shall be conveyed by quitclaim deed.

Director Kelly recommended proceeding with the sale at \$13,000 and take it through DFA for approval and provide a quitclaim deed.

Director Kelly made the **MOTION TO APPROVE THE LAND SALE OF THE HARLAN-HENDERSON LATERAL TO MARK BACA**. Seconded by Director Baugh. The **MOTION CARRIED UNANIMOUSLY**.

**b. Report on the Homelessness Forum, May 29, 2024 - Eric Zamora, COO and Kim Ward, Right of Way Specialist**

Mr. Zamora first stated this is a complex issue, and while they want to be diligent, they also want to be understanding of the situations they encounter.

Kim Ward reported on the Homelessness Forum, noting they attended to gain more information about services available in Valencia County because of the growing homeless encampments in the Bosque. She stated that MRGCD has now posted numerous no camping and no overnight parking signs, researched how other agencies handle similar issues, approved a notice to vacant when the time comes, actively coordinating with the Village of Los Lunas Open Space, and Los Lunas Department, and a collaborative operation to restore the Bosque. She commented that she would be joining Los Lunas tomorrow to visit the bosque and offer immediate assistance and offer options.

Director Baugh asked if they had a number of unhoused individuals in the Valencia County bosque.

Ms. Ward answered the Village of Los Lunas Open Space people do patrol and believe there to be about 80.

Mr. Casuga added that this is a growing problem up and down the valley. He said Bernalillo County's access to resources are substantially different, so they are attending meetings like this to understand the resources available to other counties.

**AGENDA ITEM NO. 13 - REPORT(S) FROM THE CHIEF ENGINEER - Jason M. Casuga, PE**

**a. Presentation on the Potential Hydropower Production inside MRGCD Facilities - Lucas Harvey, Emrgy**

Mr. Harvey introduced who Emrgy is and that his job as a project developer is to work with irrigation districts to help modernize and generate extra revenue for stakeholders. He explained they have a typical process that allows them to evaluate hydropower floating solar and lining potential that they can package into effective and beneficial energy projects to take full

461 advantage of grant funding and tax benefits. He said Emrgy calculated that MRGCD's water  
462 infrastructure could host 45 megawatts of hydropower and floating solar projects to deliver  
463 locally generated power to neighboring communities, conserve water via canal lining, and  
464 increase the strength of MRGCD's financial reserves for modernization projects. He said they  
465 are proposing to move forward with two projects, including a 150 kilowatt combined hydrokinetic  
466 turbine and floating solar project within the Angostura Diversion and a project involving lining a  
467 section of earth and canal on the Socorro Main Canal to install 500 kilowatts of MRG'S  
468 hydrokinetic turbines. Mr. Harvey also discussed power purchase agreement rate analysis and  
469 revenue, phasing out the projects, installing floating solar panels in phase one and relining and  
470 installing turbines in the Socorro Main Canal in phase two. He then talked about a site hosting  
471 agreement.

472  
473 Mr. Casuga added that Ms. Wiggins has looked at the site hosting agreement thoroughly and  
474 the conversation will be scheduled to continue at the July Board meeting.

475  
476 Director Kelly asked how floating solar works in the winter when they shut their system down  
477 and everything is dry and muddy.

478  
479 Mr. Harvey stated they have a mooring system that allows you to have the floating solar to the  
480 side wall of the canal or panels that sit on the floor of the canal all off season.

481  
482 Director Kelly inquired how this would work with the procurement code on making MRGCD's  
483 rights of way rights available to a single entity when the State Land Office puts out requests for  
484 proposals to invite people to give them a proposal for siting wind farms on state parcels.

485  
486 Ms. Wiggins explained the procurement code provisions are appropriate when seeking this  
487 work, but they can look into that further.

488  
489 Mr. Casuga added this is a pilot project type of atmosphere.

490  
491 Director Kelly noted he was in support of the pilot project at these two locations and would like  
492 to see the site hosting agreement and learn more about it at the July meeting.

493  
494 Director Baugh asked what evaporative loss they would see with the floating solar panel  
495 concept.

496  
497 Mr. Harvey responded there are many studies with varying numbers, but they use per 200  
498 kilowatts.

499  
500 Director Baugh asked about contamination from the panels getting knocked into a canal.

501  
502 Mr. Harvey explained there are regulations around the nature of the floats and solar panel  
503 sealant. He said they have a third party that they source the equipment from that they combine  
504 with their turbines. He would get more information and report back.



## Emrgy Project Brief June 2024

"Transforming existing water infrastructure into new revenue streams"



**emrgy**

Confidential

### Executive Summary

Emrgy has calculated that MRGCD's water infrastructure could host 45MW of hydropower and floating solar projects. These projects could deliver locally generated power to the neighboring community, conserve water via canal lining, and increase the strength of MRGCD's financial reserves for modernization projects.

Emrgy proposes to move forward with 2 projects in the near term:

- Project 1 is a 150 kW combined hydrokinetic turbine and floating solar project within the Angostura Diversion.
- Project 2 will involve lining a section of earthen canal, the Socorro Main Canal, to install 500+ kW of Emrgy's hydrokinetic turbines.

Emrgy wants to become a long term partner of MRGCD. This is the beginning of a greater opportunity to serve the local community.

### Phased Project Approach

Emrgy wants to take a phased approach to project development with MRGCD:

**Phase 1:** Hydrokinetic Turbines and Floating Solar within existing facilities (2025)

**Phase 2:** Hydrokinetic Turbines and Floating Solar within existing and modernized facilities (2026)

**Phase 3:** Future technologies in existing and modernized facilities (2027+)

### Phase 1: Angostura Diversion Project

Project Proposal:

- MRGCD Revenue Share: **15%**
- Expected 30-Yr Revenue: **\$144,800**
- Expected O&M Payment: **\$32,000**

Emrgy expects to pay MRGCD **\$176,800** in revenue royalties and O&M payments over a 30-year period.

This signifies only 0.3% of the expected project generation potential at MRGCD.



### Phase 2: Socorro Main Canal Project

Project Proposal:

- MRGCD Revenue Share: **10-30%**
- Conserved Water Benefits: **~10%**

Emrgy will need to conduct a site survey in order to deliver indicative royalty payments.

Grant or alternate funding would be needed to support the project.

- E.g. WaterSmart, DOE, REAP, NM.
- E.g. 3rd party private sector investment.



### Today's Agenda

- ❑ Executive Summary
- ❑ Timeline
- ❑ Diligence Conducted
- ❑ Phased Project Scope
- ❑ Site Hosting Agreement



### Diligence Conducted

Emrgy has conducted the following activities to evaluate hydropower and floating solar potential:

1. Map survey
2. Hydropower assessments
3. Floating solar assessments
4. Interconnection pre-applications
5. Financial modelling
6. PPA rate analysis

Emrgy has evaluated 45MW of potential energy projects, ranging in technology from vertical axis turbines, spillway turbines, and floating solar.



### Phase 1: Angostura Diversion Project

Emrgy proposes to develop a combined hydrokinetic turbine and floating solar project, totalling 150kW, and delivering new annual revenue to MRGCD.

- Projects Specs
  - Hydrokinetic Turbines: 6
  - Floating Solar Panels: 220
  - Total Capacity: 150kW
  - Interconnection: **Available**



### Phase 2: Socorro Main Canal Project

Emrgy proposes to reline 6+ miles of the Socorro Main Canal, install 500+ kW of Emrgy's hydrokinetic turbines, and conserve water from MRGCD's regular seepage loss.

- Projects Specs
  - Canal lining: 6+ miles
  - Hydrokinetic Turbines: 40-80
  - Total Capacity: 500+ kW
  - Interconnection: **Available**
  - Conserved water: 10% of design



### Phase 3: 43+ MW of alternative projects


Emrgy plans to deploy hydrokinetic turbines, spillway turbines, and floating solar into existing facilities, modernized facilities, and utilize the proximity to local businesses and residential communities.





**Emrgy's Project Timeline**

- Diligence Period: **4 months**
  - Emrgy investigates hydrokinetic and floating solar potential.
  - Emrgy proposes a project scope.
- Development Period: **0-3 years**
  - Site Hosting Agreement Signed.
  - Interconnection Application and other permits Filed.
- Operational Period: **20-30+ years**
  - Project has been deployed and begins generating revenue.



**Site Hosting Agreement**

A Site Hosting Agreement or "SHA" is a legal document that allows Emrgy to continue the development of a project. The 20+ page document outlines the royalty payment Emrgy will make to MRGCD, as well as the terms for installing and maintaining the facility.

Emrgy would like to move forward with the two proposed projects, and ask the board to consider signing Site Hosting Agreements to continue the development process.

**b. Report on the Department of Interior Funding Announcement for the Middle Rio Grande San Acacia Reach, May 16, 2024 - Jason M. Casuga**

Mr. Casuga stated this was on the heels of Secretary Haaland coming in and announcing \$60 million to the Rio Grande for infrastructure and another \$10 million coming down to look at the San Acacia Reach to help BOR streamlining and speed up some of their realignment projects

**c. Report on the Water Leaders Workshop, May 22-24, 2024 - Anne Marken, Water Ops Division Manager and Casey Ish, Conservation Program Supervisor, Jason M. Casuga, CE/CEO**

Mr. Casuga stated he did not attend and handed it over to Casey Ish. Mr. Ish said it was a great conference held at Ghost Ranch and they had 40 different presentations in over two days. He mentioned the general theme of the workshop seemed to be resilience and the need to keep planning for water variability. He also said they closed with a nice float down a section of the Rio Chama. He felt it was worth the time and effort and great to have some District representation there.

**d. Report on the Valencia County Farmers/Irrigators Informational Meeting, June 6, 2024 - Jason M. Casuga, CE/CEO, Eric Zamora, COO, Chair Russo Baca, and Directors Jiron and Baugh**

Mr. Casuga expressed that they provided a short water update and let people ask questions. He said they received good feedback on how to do things differently the next time. He noted the goal is to create Frequently Asked Questions that came up during the summer farmers meeting. He stated they spend a lot of time answering questions about the Compact, water rights, and rotational scheduling. He mentioned having a wonderful showing from the Board of Directors there.

Madam Chair Russo Baca thanked those that helped organize the meeting and all who attended. She suggested maybe adding a little note card to leave at the end of the meetings.

Mr. Casuga added that a lot of criticism he has received was on his availability and accessibility and that is why he is open to format changes, so people can ask him questions.

Director Kelly asked what they should do different or better at the Bernalillo County Meeting and Corrales Meeting coming up.

Ms. Molina stated they are building attendance and have been using other ways to get out communication, but wanted to see how they can mobilize a text message system a little bit better. She said she did a poll at the meeting on how people learned about the meeting and got

several different answers, but word of mouth from neighbors and others was great. She added that she would like to hear more from some of the members of the District's staff, which she stated is also good and builds credibility.

Mr. Casuga said one of the questions he did get was about creating a meeting where the expectation is that the people answering questions are the Board of Directors.

Director Baugh applauded the effort from the District and Jason (Casuga) leading the way. He also echoed that there were questions on how the Board could engage. He commented that the more information they can get out there, the more support they can get, and felt the meeting was a huge success.

Director Kelly made the **MOTION TO APPROVE THE REPORT FOR THE BOARD MEMBERS AT THE MEETING**. Seconded by Madam Chair Russo Baca. The **MOTION CARRIED UNANIMOUSLY**.

**e. Discussion on the Chief Water Counsel Process - Jason M. Casuga, CE/CEO**

Discussion was had during the executive session.

**f. Information on Upcoming Events**

1. Corrales Farmers/Irrigators Informational Meeting, June 12, 2024
2. El Vado Site Visit & Tour Safety of Dam Project, June 25-26, 2024
3. 12th Annual Conference Tribal Water Law, September 9-10, 2024 - Santa Fe, NM
4. Coalition of Rio Grande Water Users 2024 Conference, October 1-3, 2024 - Santa Fe, NM

Mr. Casuga discussed the El Vado tour early on; he said the Corrales and Farmer/Irrigators Information Meeting will be slightly different format to give an update on the Corrales Siphon and Wilson & Company will be present, and Sandoval County will be more of Q&A.

**AGENDA ITEM NO. 14 - REPORT(S) FROM THE MRGCD ATTORNEY(S) - Chief Water Counsel or General Counsel**

Neither attorney had anything for the regular session.

**AGENDA ITEM NO. 15 REPORT(S) FROM THE BOARD**

**a. Report on the Farmers for Future Farmers Meeting, May 14, 2024 - Chair Russo Baca and Director Duggins**

Refer to the Appendix for the Chair's written reports.

**b. Report on the Conservation Advisory Committee Meeting, May 16, 2024 - Chair Russo Baca**

Refer to the Appendix for the Chair's written reports.

**c. Report on the Centennial Committee Meeting, May 20, 2024 - Chair Russo Baca, Vice Chair Dunning and Director Baugh**

Refer to the Appendix for the Chair's written reports.

**d. Report on the Isleta and MRGCD Annual Meeting, May 31, 2024 - Director Jiron**

As Director Sandoval did not attend and in Director Jiron's absence, Mr. Casuga explained that Isleta reached out specifically and wanted to schedule this and talked about a wide range of topics. He said their relationship with Isleta Pueblo is strong and are working through items of priority. He said they do not agree on everything but agree working together is the best approach. They discussed maintenance, water delivery, and future projects.

Director Kelly made the **MOTION TO APPROVE THE REPORTS FROM THE BOARD.** Seconded by Madam Chair Russo Baca. The **MOTION CARRIED UNANIMOUSLY.**

Madam Chair Russo Baca requested a motion to go into the closed session at 5:15 pm.

Director Kelly made the **MOTION TO GO INTO EXECUTIVE SESSION.** Seconded by Director Baugh. Rollcall vote was administered with all attending members voting yes. The **MOTION CARRIED.**

Director Sandoval  
Director Kelly

Yes  
Yes

Madam Chairwoman  
Director Baugh

Yes  
Yes

**AGENDA ITEM NO. 16 EXECUTIVE SESSION**

**a. NMSA 1978 Open Meetings Act, Section 10-15-1(H)2**

**1. Limited Personnel Matters**

**b. NMSA 1978 Open Meetings Act, Section 10-15-1(H)7**

**1. Threatened or Pending Litigation**

Madam Chair Russo Baca requested a motion to go back into the regular session at 6:08 pm.

Director Kelly made the **MOTION TO RETURN TO REGULAR SESSION.** Seconded by Director Baugh. Rollcall vote was administered with all attending members voting yes. The **MOTION CARRIED.**

Director Sandoval  
Director Kelly

Yes  
Yes

Madam Chairwoman  
Director Baugh

Yes  
Yes

The chair stated during executive session no decisions were made and the Board instructed counsel to continue working with staff on the matter discussed. With no further comments, questions, or concerns, Madam Chair Russo Baca adjourned the meeting at 6:08 pm.

Approved to be the correct Minutes of the Board of Directors of June 10, 2024.

**ATTESTED:**

\_\_\_\_\_  
Pamela Fanelli, CMA, CGFM  
Secretary-Treasurer/CFO

\_\_\_\_\_  
Stephanie Russo Baca, Madam Chair  
MRGCD Board of Directors



# "APPENDIX"

Stephanie Russo Baca Board Reports 6.10.24

## **Report on the Farmers for Future Farmers Meeting, May 14, 2024**

This meeting took place at 4Daughter Land and Cattle. Discussions included membership dues, old business including the El Vado Reservoir status, the irrigation season, and the water outlook, as well as new business. There was a continuing discussion of bringing in farmers from all over the Middle Rio Grande Valley to join the organization.

## **Report on the Valencia County Farmers/ Irrigators Informational Meeting June 6, 2024**

The board members present were Chair Russo Baca, Director Jiron, and Director Baugh. Mr. Casuga introduced himself and all of the MRGCD staff that were present. There were over 30 members of the public present. Mr. Casuga introduced Anne Marken, Water ops Division Manager. She gave a presentation on the current hydrological conditions and what to expect the rest of the season. After Ms. Marken presented, Mr. Casuga opened up for Q&A. There was a lot of great questions from the community.

## **Report on the Conservation Advisory Committee Meeting, May 16, 2024**

### **Topics for Discussion**

#### **Current Hydrology Update – Casey Ish**

Del Norte (S L Valley)– 305 (February) – 196 (March) – 1,040 (April) – 1,900 (May) Lobatos (NM/CO Line)– 310 (February) – 314 (March) – 203 (April) – 392 (May) La Puente (Chama)– 31 (February) – 70 (March) – 756 (April) – 1,385 (May) Below Abiquiu (Chama)– 56 (February) – 94 (March) – 756 (April) – 1,270 (May) Otowi (Main Stem)– 662 (February) – 748 (March) – 1,700 (April) – 2,540 (May) Below Cochiti –664 (February) – 856 ( March) – 1,560 (April) – 2,480 (May) Bosque Farms–516 (February) – 431 (March) – 760 (April) – 1,910 (May) Narrows (Just above EB) –788 (February) – 652 (March) – 218 (April) – 2,090 (May)

#### **On-Farm Program Updates – Ashley Veihl**

- MRGCD staff will be drafting a proposal to NFWF for CY 2025 that contemplates an enrollment window for the OFP and the creation of a project review committee.
- There is a lot of demand for the program right now but we need to be careful about over-promising on resources. An enrollment window will help regulate the projects annually, and the review committee would provide some strong guidance and recommendations on projects to pursue.
- Proposal will be delivered to NFWF in draft form by July and will be provided to the CAC for review and comment.

#### **2024 IDM-EWLP – Ashley Veihl**

- Update on current acreage and inspection schedule.

## **Report on the Centennial Committee Meeting, May 20, 2024**

MRGCD is celebrating the Centennial of the district's creation. One of the planning steps that Amanda Molina is working on is collecting all the upcoming events within the district and how MRGCD could join these events to highlight the district. She put together a timeline as well as events that fit within the time. There was extension discussion on which of these events to attend.



## MEMORANDUM LICENSING AND LANDS DEPARTMENT

F.Y.I.

TO: Jason M. Casuga, P.E., Chief Executive Officer/Chief Engineer

THRU: Eric Zamora, P.E., Chief Operations Officer

FROM: Michael Padilla, Right-of-Way Supervisor

DATE: July 08, 2024

RE: M.R.G.C.D. Executed Licenses for June 2024

- 
1. 213-2023 – Special Use License with Elite Communications & Construction LLC to install 2" Ø, 3" Ø, and 4" Ø low-pressure sanitary sewer collection lines, valves, cleanouts, fittings, and appurtenances per License no. 015-2023 and License no. 143-2023 within the San Fernandez Lateral No. 1 and Peralta Main Canal rights-of-way.
  2. 285-2023 – License with Bernalillo County to install and maintain the Alameda Drain Trail Phase 4 – El Pueblo Rd NW to Alameda Blvd NW – Project within the Alameda Interior Drain, Derramadera Wasteway and Derramadera Acequia rights-of-way.
  3. 074-2024 – License with Vexus Fiber to install and maintain a parallel aerial utility within the outer easterly 5' of the Alameda Interior Drain right-of-way.
  4. 075-2024 – License with Vexus Fiber to install and maintain an aerial utility crossing within the Alameda Interior Drain right-of-way.
  5. 076-2024 – License with Vexus Fiber to install and maintain a parallel aerial utility within the outer westerly 5' of the Alameda Interior Drain right-of-way.
  6. 085-2024 – License with Vexus Fiber to install and maintain a parallel aerial utility within the Los Anayas Wasteway right-of-way.
  7. 086-2024 – License with Vexus Fiber to install and maintain an aerial utility crossing within the Los Anayas Wasteway right-of-way.
  8. 110-2024 – License with the New Mexico Institute for Mining and Technology to install and maintain twenty-two (22) FENO spikes among the Escondida transect of groundwater monitoring wells associated with License no. 202-2024\_AMD2(4-071-2002) within the Rio Grande Floodway right-of-way.
  9. 149-2024 – License to install and maintain a 83" Ø X 57" culvert crossing within the New Belen Acequia right-of-way to serve Tracts A and D MRGCD Map 92 Lands of Jerry Kimsey in care of current owner(s), and its successors and/or assigns.
  10. 157-2024 – Special Use License with NM Underground Utilities, Inc., to discharge groundwater from dewatering operations into the New Belen Acequia and into the Los Lunas Acequia per the Village of Los Lunas Public Works NM 314 & Blue Moon Avenue Utility Extension Project.

11. 173-2024\_AMD3(156-2023) – Amendment to extend the expiration date to August 19, 2024, for Special Use License with NM Underground Utilities Inc. to discharge groundwater from dewatering operations into the Atrisco Riverside Drain per the Bernalillo County Bridge Blvd. Reconstruction Phase 2 Project.
12. 178-2024 – License to maintain an existing 72” Ø X 40’ culvert crossing within the La Costancia Lateral right-of-way to serve MRGCD Map 89, Tract 4A, 4B, and 4C, Land of Dixie Ann Foster, in the care of current owner(s), and its successors and/or assigns.
13. 181-2024 – Special Use License with Run Fit for the Lavender Run 10k, 5k, and Kids k, a community-based event in conjunction with the Lavender Festival.
14. 183-2024 – License with Public Service Company of New Mexico to install and maintain an aerial utility crossing within the Duranes Acequia right-of-way.
15. 185-2024 – Special Use License with Run Fit for the Sunflower Run 10k and 5k.
16. 186-2024 – Special Use License with Run Fit for the NM Chips and Salsa Half Marathon, 10k, and 5k runs.
17. 196-2024 – Special Use License with Geosystems Analysis, Inc. to conduct mapping and monitoring of the Rio Grande during low flow conditions for the “River Eyes” project.
18. 197-2024 – License with Public Service Company of New Mexico to install and maintain a buried utility within the Tract 347 (AKA Lease Tract) right-of-way.
19. 206-2024\_AMD1(133-2024) – Amendment to extend the expiration date to July 31, 2024, for Special Use License with Petro West Inc. to discharge groundwater from dewatering operations into the Los Chavez Drain per the attached dewatering plans and design drawings for the construction of underground storage tank holes related to Allsup’s Store #102462.
20. 210-2024 – Special Use License with Petro West Inc. to discharge groundwater from dewatering operations into the Peralta Main Canal per the attached dewatering plans and design drawings for the construction of utility line related to Allsup’s Store #102471.

**MEMORANDUM OF AGREEMENT  
BETWEEN THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT AND  
BUREAU OF RECLAMATION  
TO DEVELOP A TITLE TRANSFER AGREEMENT**

This Memorandum of Agreement (MOA) is entered into by the United States Department of the Interior, Bureau of Reclamation, Upper Colorado Region, Albuquerque Area Office (Reclamation), and the Middle Rio Grande Conservancy District (District), an irrigation District organized under the laws of the State of New Mexico through the Conservancy Act of 1923 (collectively, “the parties”). This MOA identifies the roles and responsibilities of the parties in a cooperative and coordinated work program intended to culminate in a detailed Title Transfer Agreement pursuant to the 1951 Contract between the parties and any and all amendments to the 1951 Contract, and the Reclamation Act of 1902 (32 Stat. 388) for the conveyance of legal title to, and full responsibility for, the Middle Rio Grande Project lands, property interests, and facilities defined herein. This MOA is the first of several instruments or agreements that the parties will use to carry out title transfer of Project Works eligible for, but not included in, the Phase 1 Title Transfer Agreement dated November 8, 2021, namely those Project Works between the outlet works at Cochiti Dam to the northern boundary of the Pueblo of Isleta, including Angostura Diversion Dam but not including Isleta Diversion Dam.

**1. Definitions**

**1951 CONTRACT** - The term "1951 Contract" means Contract No. I78r-423 dated September 24, 1951, including any and all amendments to the 1951 Contract, between the United States and the District for the rehabilitation and construction of Project Works, including repayment of reimbursable construction costs.

**DISTRICT** - The term "District" means the Middle Rio Grande Conservancy District, a political subdivision of the State of New Mexico established in 1925 with its principal place of business in Albuquerque, New Mexico.

**MIDDLE RIO GRANDE PROJECT** - The term "Middle Rio Grande Project" as used in this MOA means the portion of Project Works located between the outlet of Cochiti Dam and the northern boundary of the Bosque del Apache National Wildlife Refuge (see Attachment A, map of Middle Rio Grande Project as described for this MOA).

**MIDDLE RIO GRANDE PUEBLOS** - The term "Middle Rio Grande Pueblos" means the six Pueblos located along the main stem of the Rio Grande where irrigable lands within each Pueblo are served by Project Works: Cochiti, Santo Domingo, San Felipe, Santa Ana, Sandia, and Isleta.

**NEWLY RECLAIMED LANDS** - The term "Newly Reclaimed Lands" means those Middle Rio Grande Pueblo lands brought into irrigation after 1928, pursuant to the Act of March 13, 1928 (45 Stat. 312, P.L. 70-169).

**PRIOR AND PARAMOUNT LANDS** - The term "Prior and Paramount Lands" means those Middle Rio Grande Pueblo lands already in irrigation as of 1928, pursuant to the Act of March 13, 1928 (45 Stat. 312, P.L. 70-169).

**PROJECT WORKS** - The term "Project Works" means the structures, reservoirs, ditches, canals, and associated lands and infrastructure for the storage, diversion, management, and distribution of water for use in the District for conservation, irrigation, drainage, and flood control purposes, together with rights of way or other rights to access said works for the maintenance and operation thereof.

**PROPERTY** - The term "Property" means Project Works, lands, and infrastructure for the storage, diversion, and distribution of water for use in the District and the drainage of lands.

**PROPERTY INTEREST** - The term "property interest" means the type of legal ownership interest in a given property, including but not limited to fee simple, license, easement, and right of way. The term "property interest" also includes any Reclamation withdrawn lands necessary for project purposes.

**SAN JUAN-CHAMA PROJECT** - The term "San Juan-Chama Project" means the project authorized by section 8 through 18 of the Act of June 13, 1962 (76 Stat. 96) and the Act of April 11, 1956 (70 Stat. 105), as amended April 11, 1956 (70 Stat. 105).

**SECRETARY** - The term "Secretary" means the Secretary of the Interior.

**TITLE TRANSFER AGREEMENT** - The term "Title Transfer Agreement" means an agreement between the District, located in Albuquerque, New Mexico, and the Secretary of Interior through the Bureau of Reclamation, to determine the legal, institutional, and financial terms of the conveyance.

**TITLE TRANSFER PHASE 1** - the term "Title Transfer Phase 1" refers to the Project Works transferred to the District on November 8, 2021 between the southern boundary of the Pueblo of Isleta to the northern boundary of the Bosque del Apache Wildlife Refuge and including 4.6 miles of lands associated with a planned levee project just north of the Pueblo of Isleta.

**TITLE TRANSFER PHASE 2** - The term "Title Transfer Phase 2" refers to the Project Works located between the northern boundary of the Pueblo of Isleta and the outlet works at Cochiti Dam, the subject of this MOA.

## **2. Background**

Under the 1951 Contract, the United States holds significant property interests in the Project Works. The United States and the District agree that repayment under the 1951 contract has been completed, the southern portion of the District's Project Works was conveyed to the District in Title Transfer Agreement Phase 1 dated November 8, 2021, and Congressional consent for the conveyance of the northern portion of the District's Project Works is being sought. Responsibility for operation and maintenance of Project Works was largely transferred to the District in the late 1970s and completed in 2021.

### 3. Authority

This MOA is made pursuant to the Reclamation Act of June 17, 1902 (32 Stat. 388), Acts supplemental to and amendatory of that Act, and the John D. Dingell, Jr. Conservation, Management, and Recreation Act of March 12, 2019 (P.L. 116-9, 43 USC § 2901 et. seq., “the Title Transfer Act”). Other relevant agreements include the 1951 Contract, any and all amendments to the 1951 Contract, and the 1975, 1977, and 2021 letters transferring operation and maintenance responsibility to the District.

Reclamation is authorized to accept, and may expend funds for, the purposes of this MOA pursuant to the Contributed Funds Act of 1921, 43 U.S.C. § 395.

The MOA follows guidance provided in Reclamation Manual Directives and Standards “Transfer of Title for Bureau of Reclamation Project Facilities,” CMP 11-01. If CMP 11-01 is amended or changed before the parties can complete the Title Transfer Agreement Phase 2, the parties will revisit this MOA and any associated instruments or agreements to comply with Reclamation law and policy, as relevant and necessary.

### 4. Purpose

This MOA provides the framework for the United States and the District to coordinate conveyance of any District property or property interest that the United States is not required to retain to fulfill its obligations related to the Middle Rio Grande Project or other obligations of the United States in the Middle Rio Grande Basin, such as those mandated by the Flood Control Acts of 1948 and 1950. The result of this coordination will be a Title Transfer Agreement between the parties for the project Works between the northern boundary of the Pueblo of Isleta and the outlet works at Cochiti Dam (Title Transfer Agreement Phase 2). Under the Title Transfer Agreement, Reclamation and the District will seek a simplified title transfer process transmitting non-essential property interests from the United States to the District in a single conveyance.

### 5. Implementing Actions

**5.1 Reclamation, in coordination with the District [and with other entities as identified and as needed to effect the Title Transfer Agreement] will be responsible for the following tasks and products:**

- A. Project Management. Reclamation will provide a project manager for oversight and management of the title transfer process. The project manager will coordinate the combined efforts of involved staff from Reclamation and the District. The project manager will provide overall coordination, guidance and oversight of the project's decision, planning, and execution activities and will ensure regular communication with appropriate leadership and staff at Reclamation, the District, and other stakeholders on the status of title transfer activities. The project manager will coordinate and facilitate regularly scheduled team meetings and participate as needed in all public meetings, meetings with the District, state agencies, Middle Rio Grande Pueblos, etc. The project manager's role includes making efforts to ensure that appropriate staff resources are dedicated to the project to meet the desired scope and schedule; and that all products of the work effort meet applicable federal and state laws, and Reclamation regulations, policies, procedures and current guidelines on title transfer. The project manager will also monitor expenditures, billing, and financial reporting in support of any cost sharing agreements, including reconciliation of any discrepancies.
- B. Prepare a Detailed Listing of Assets to be Retained by Reclamation. Reclamation will develop a detailed listing of the Middle Rio Grande Project assets Reclamation intends to retain for its

operations and mission, including but not limited to river maintenance responsibilities and any trust responsibilities for any federally recognized Indian Tribe or Pueblo.

- C. Tribal Consultation. Reclamation will conduct appropriate government-to-government consultation with the six Middle Rio Grande Pueblos with respect to the prospective conveyance of any Project Works associated with the delivery of irrigation water to Prior and Paramount Lands or Newly Reclaimed Lands. No Pueblo lands or infrastructure on or within Indian Tribe or Pueblo lands will be included in Title Transfer Agreement Phase 2.
- D. Outreach. The title transfer process will be carried out in an open and public manner. Reclamation (with the District) will develop a communications plan and identify all stakeholders. Reclamation (with the District) will meet with representatives from all interested federal, state, and local agencies, tribes, and pueblos to consider their concerns.
- E. Compliance with Environmental and Other Applicable Laws. Prior to conveyance, Reclamation will complete all actions required under the National Environmental Policy Act of 1969 (NEPA; 42 U.S.C. 4321 et seq.), the Endangered Species Act of 1973 (ESA; 16 U.S.C. § 1531 et. seq.), the National Historic Preservation Act (NHPA; 16 U.S.C. § 470 et. seq.), and all other applicable laws. Reclamation staff will evaluate Title Transfer Phase 2 to determine if it meets the Qualification Factors for the Categorical Exclusion in 516 DM 14 and as listed in the Federal Register notice 84 FR 24173.
- F. Hazardous Materials. Reclamation will assess the presence of any hazardous materials subject to Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA; 42 U.S.C. § 9601 et seq.) within the Phase 2 boundaries.
- G. Report to Congress. If Reclamation determines that the proposed title transfer qualifies under P.L. 116-9, Title VII, and CMP 11-01, Reclamation will submit the necessary report to Congress and execute the final Title Transfer Agreement Phase 2 with the District. If the proposed title transfer does not qualify, Reclamation will work with the District to seek specific authorization from Congress.
- H. Other Tasks or Consultant Assistance. Reclamation may perform or engage consultant assistance for other technical or administrative tasks and not listed herein but associated with the proposed title transfer as mutually agreed to in advance by Reclamation and the District.

**5.2 The District, in coordination with Reclamation [and other entities as identified and as needed to effect the Title Transfer Agreement], will be responsible for the following tasks and products:**

- A. Project Support for Listing of Assets. The District will provide support to Reclamation in developing maps or a detailed listing of the Project Works and property interests Reclamation intends to retain for its operations and mission and those Project Works for which the United States intends to release all claims.
- B. Project Support for Tribal Consultation. The District agrees to provide support as needed and agreed upon by Reclamation and the District to Reclamation's government-to-government consultation with the six Middle Rio Grande Pueblos with respect to the prospective conveyance of any Project Works associated with the delivery of irrigation water to Prior and Paramount Lands or Newly Reclaimed Lands (see section 5.1.C). Additionally, the District agrees to promptly notify Reclamation of any property interests in dispute as between any one of the Middle Rio Grande Pueblos and the District, should the District believe or have reason to believe that Reclamation is not aware of such dispute so that Reclamation can address these interests during tribal consultation.



- C. Project Support for Outreach. The title transfer process will be carried out in an open and public manner. With Reclamation, the District will develop a communications plan and identify all stakeholders. With Reclamation, the District will meet with representatives from all interested federal, state, and local agencies, tribes, and pueblos to consider their concerns. The District will contact and conduct appropriate discussions with project beneficiaries, including the six Middle Rio Grande Pueblos, and will obtain the consent of those beneficiaries that may be directly affected by the title transfer.
- D. Project Support for Compliance. The District will provide support to Reclamation in complying with environmental and other applicable laws, including help with conducting assigned NEPA tasks.
- E. Title Transfer Approvals and Recording. The District will determine and obtain necessary State and/or local permits, licenses, or approvals associated with the title transfer and will record the conveyances with the county in which the conveyed Project Works or property interest is located, as needed or required by law.
- F. Real Estate Transactions. The District will obtain any necessary boundary surveys, title searches, cadastral surveys, appraisals, and other real estate transactions required for the conveyance of Project Works.
- G. Other Tasks or Consultant Assistance. The District may perform or engage consultant assistance for other technical or administrative tasks not listed herein but associated with the proposed title transfer as mutually agreed to in advance by Reclamation and the District.

### **5.3 Reclamation and the District - Areas of Mutual Responsibility or Interest**

Reclamation and the District:

- A. Will each appoint principal contacts (see section 9) to coordinate activities necessary to complete the proposed Title Transfer Agreement.
- B. Agree that any of the responsibilities of either party under this MOA may become the responsibility of the other party if agreed to by both parties in writing, unless prohibited by law or regulation.
- C. Title Transfer Agreement Development. Will develop a Title Transfer Agreement to be implemented to convey Project Works and associated property interests not needing to be retained by Reclamation from the United States to the District, which will also include completion of Appendix A of CMP 11-01 and any relevant quit claim deeds or other conveyance mechanisms required to effectuate the Title Transfer Agreement.
- D. Agree that any payment in advance for Reclamation costs or completion of any or all aspects of work described in this MOA or the Title Transfer Agreement does not guarantee that title will be transferred for any or all of the Project Works, or that transfer of title will be approved by the Secretary or consented to by Congress.
- E. Agree to work together to identify and resolve any discrepancies between Reclamation and District records necessary for the conveyance of Project Works or property interests under this MOA or the Title Transfer Agreement.
- F. Progress Reports. In addition to the coordination and communication listed in section 5.1.A, Reclamation and the District will meet quarterly or otherwise provide to the other party quarterly progress reports. These meetings or reports will include a summary of tasks accomplished, status of ongoing tasks, status of expenditures, meetings held or attended, and project milestones achieved.

## **6. Cost Allocation**

It is anticipated that Reclamation and the District will share costs as follows:

- A. Administrative Costs. Administrative costs by each party for any conveyance of Project Works shall be paid by their respective agencies, except costs identified in section 6. B.
- B. Real Estate Transaction Costs. As a condition of the conveyance of any Project Works, costs of any boundary surveys, title searches, cadastral surveys, appraisals, and other real estate transactions required for the conveyance shall be paid by the District.
- C. Costs of Compliance with Other Laws. Costs associated with any review required under NEPA, ESA, NHPA, and all other applicable laws for any conveyance of Project Works shall be paid by the District.
- D. Other Costs. The allocation of other costs that may arise during the conveyance of Project Works that are not described in this MOA will be determined by separate agreement in writing, including the Title Transfer Agreement, by the parties.
- E. If matching funds or funds to be paid fully by the District are necessary for Reclamation's performance of tasks agreed to under this MOA or the Title Transfer Agreement, funds must be approved, in writing, by the parties, and received by Reclamation prior to Reclamation's incurrence of those costs. In the event that necessary funds are not received, the District acknowledges that Reclamation will cease work and will not resume working on those tasks until Reclamation holds sufficient funds in its account(s). The payment and accounting of funds provided to Reclamation by the District in furtherance of the Title Transfer Agreement will be through Reclamation's standard billing practices and will be described in a separate Contributed Funds Agreement.

## **7. Term of MOA**

This MOA shall become effective on the date of last signature hereto and shall remain in effect until the execution of the Title Transfer Agreement, at which time the Title Transfer Agreement will supersede this MOA or incorporate this MOA by reference. This MOA may be terminated upon any of the following conditions:

- A. Mutual agreement; or
- B. 30 days written notice to the other party.

If the MOA is terminated prior to the completion of the Title Transfer Agreement, any unexpended funds previously advanced to Reclamation by the District will be accounted for and returned to the District.

## **8. MOA Modifications**

Reclamation or the District may formally request modification of this MOA at any time. Modifications shall be made only by mutual consent of Reclamation and the District by the issuance of a written modification to this MOA, signed and dated by both parties prior to any changes being effective or performed. In the event any such change or additional work causes an increase or decrease in the cost of performing the services, an equitable adjustment to the funds provided by the District, and the time of performance shall be made.

## **9. Principal Contacts**

The principal contacts for this MOA are:

### **ALBUQUERQUE AREA OFFICE**

Jennifer Faler, P.E., Area Manager

Vyoma Ritchie, Project Manager

### **DISTRICT**

Jason Casuga, P.E., CEO

Doug Strech, Mapping Department Manager

## **10. General Provisions**

### **10.1 This MOA is not a Funds Obligating Document for Reclamation**

Any endeavor or transfer of anything of value involving reimbursement or contribution of funds from Reclamation to the District will be handled in accordance with applicable laws, regulations, and procedures, including those for Government procurement and printing. This MOA does not establish authority for noncompetitive award to the parties of any contract or other agreement.

### **10.2 No Future Obligation**

Nothing herein shall be construed to obligate Reclamation to expend or involve the United States of America in any contract or other obligation for the future payment of money in excess of the appropriations authorized by law and administratively allocated for the purposes and projects contemplated hereunder.

### **10.3 No Binding Rights or Obligations**

Nothing in this MOA is intended to create any right or benefit, substantive or procedural, enforceable at law by a party against the United States, its agencies its officers, or any other person. Nothing in this MOA shall be deemed to increase the liability of the United States beyond that currently provided in the Federal Tort Claims Act (28 U.S.C. 2671 et seq.).

### **10.4 No Sharing of Benefits**

No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of the MOA or to any benefit that may arise out of it.

### **10.5 Freedom of Information Act**

Any information furnished to Reclamation under this MOA is subject to the Freedom of Information Act (5 U.S.C. § 552). Any information furnished to the District under this MOA may be subject to the New Mexico Inspection of Public Records Act, NMSA 1978 § 14-2-1(A).

### **10.6 Compliance with Nondiscrimination Federal Laws**

The parties to this MOA agree to comply with all Federal statutes relating to nondiscrimination, including but not limited to: Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, religion, sex, or national origin; Title IX of the Education amendments of 1972, as amended, which prohibits discrimination on the basis of sex; the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the basis of disability; the Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination based on age against those who are at least 40 years of age; and the Equal Pay Act of 1963.

## 11. Signatures

**IN WITNESS WHEREOF**, the parties hereto have executed this MOA as of the last date written below.

\_\_\_\_\_  
Jennifer Faler, P.E., Area Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jason Casuga, P.E., CEO

\_\_\_\_\_  
Date

**TASK ORDER NO. MRG-2024-01**

**BUREAU OF RECLAMATION**

**MIDDLE RIO GRANDE CONSERVANCY DISTRICT**

This Task Order is hereby attached to and made a part of the Technical Services Agreement known as Contract No. 20-WC-40-806 (Agreement), between THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION (Reclamation) and the MIDDLE RIO GRANDE CONSERVANCY DISTRICT (District), for technical services.

The purpose of this Task Order is for technical services related to compliance for Middle Rio Grande (MRG) Title Transfer – Phase 2.

**SCOPE OF SERVICES**

In accordance with the provisions of the Agreement, Reclamation agrees to furnish to the District technical support for the compliance activities related to MRG title transfer Phase 2, including but not limited to: cultural resources; NEPA; ESA; support for – and attendance at – public meetings with stakeholders, project management, review and oversight, and other services that might be needed for completing compliance activities.

**COMPENSATION**

Compensation by the District to Reclamation will be as follows:

**BUDGET**

A budget amount of \$52,875 has been estimated by Reclamation for all work under this Task Order from the date of its execution through December 31, 2024 (see attached Phase 2 Compliance Cost Estimate). Reclamation will make diligent efforts to complete the work under this Task Order within the estimated budget and by this target date.

Reclamation is not obligated to incur costs beyond the estimated budget nor is the District obligated to pay Reclamation beyond these limits without modifications to this Task Order or additional task orders being agreed to.

**DIRECT EXPENSES**

Direct Expenses are those costs incurred directly for the work described in Article 1 including, but not limited to, the labor required by Reclamation staff to complete this Task Order and as estimated in the attached compliance cost estimate. Reimbursement for Direct Expenses will be on the basis of current rates for, and actual time spent by, Reclamation staff.

USBR  
Task Order No. MRG-2024-01  
[Contract No. 20-WC-40-806]  
\$52,875

### **NOTICE TO PROCEED**

The District will issue a Notice to Proceed for this Task Order once the parties have signed this Task Order, the signing of which indicates agreement to the scope, schedule, and budget estimated for the Phase 2 compliance. Reclamation will not proceed with any work unless the District has issued a Notice to Proceed.

### **OTHER PROVISIONS**

The work covered in this Task Order is limited to the services outlined in Article 1 and detailed in the attached Phase 2 Compliance Cost Estimate. There is no assurance that Reclamation will be tasked for any additional work. Separate Notices to Proceed will be required for any expansion of the work beyond this Task Order. The scope of services and compensation for other work to be performed by Reclamation will be developed in future task order(s) to the Agreement prior to the commitment of work, as detailed in the Agreement.

Either party may terminate this Task Order, as provided for in the Agreement.

### **PRIVILEGED AND CONFIDENTIAL INFORMATION**

Reclamation and the District acknowledge that in performing the services related to this Task Order each party may have access to privileged and confidential material(s) of the other party. Reclamation and the District agree to respect the privilege and confidentiality of said information and to not disclose information of this nature without the express prior written consent of the other party.

### **WORKING FILES**

Reclamation will maintain files containing all work documentation including calculations, assumptions, interpretations or regulations, sources of information, and other raw data required for the performance of this Task Order. Reclamation will provide copies of the information contained in its working files to the District upon request of the District.

### **CHANGES**

The parties may make changes, revisions or additions, (collectively hereinafter called “changes”) in this Task Order by mutual, written agreement.

Reclamation will immediately, upon knowledge of any changes (including actions, inactions, and written or oral communications) that do not conform to the authorized method of directing changes specified herein, notify the District of such changes and will request written disposition. Reclamation will not proceed with any changes until such changes are agreed to in writing by the parties.

AUDIT

Reclamation agrees that at any time before, or after, final payment, the District may have Reclamation's statements of cost audited. Any payment may be reduced by amounts found by the District not to constitute allowable costs as defined by Part 31- contract Cost Principles and Procedures of the Code of Federal Regulations (CFR)-Title 48-Federal Acquisition Regulations.

IN WINESS WHEREOF,

The parties execute this Task Order MRG- 2024-01 this \_\_\_\_day of\_\_\_\_2024.

MIDDLE RIO GRANDE  
CONSERVANCY DISTRICT

U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Jason Casuga, P.E.  
Chief Executive Officer

Jennifer Faler, P.E.  
Albuquerque Area Manager

MRG Title Transfer- Phase II			
Summary of Compliance Activities			
<p>Reclamation will provide compliance services related to Phase 2 of the MRG Title Transfer (target date: Dec 2024). Compliance is expected to include:</p> <p>NEPA - use of the new Dingell Act authorities and consideration of the new CE;</p> <p>NHPA - evaluation of SHPO compliance requirements and development of agreement with MRGCD and SHPO to meet those requirements (if needed);</p> <p>ESA - confirmation of agreement with USFWS and MRGCD for continuation of activities and commitments for ESA compliance under the 2016 BO; and</p> <p>CERCLA/HAZMAT review and recordation of any potential issues.</p> <p>Note: CWA is not expected to apply to this project.</p> <p>This cost estimate includes time for Reclamation's compliance staff to attend public outreach meetings led by the MRGCD and required by Reclamation's title transfer D&amp;S; such public meetings are expected to meet NEPA requirements for public outreach. This cost estimate also includes time for Reclamation's Project Manager to facilitate the compliance activities and for oversight and review by the Compliance Manager, Reclamation's Area Manager or designee, and UC Region staff tasked with title transfer compliance review and oversight.</p>			
Activit	Hours	Cost/Hr	Cost
Internal and other Reclamation-led regular TT meetings (2/month; 6 months)	48	\$ 125.00	\$ 6,000.00
Compliance kick off meeting(s) and review of proposed action (call with PAO, internal call, meeting on map set) (3 total)	15	\$ 125.00	\$ 1,875.00
NEPA compliance - prepare review, record, CE eligibility and process (32 hr each)	64	\$ 125.00	\$ 8,000.00
Support/attendance at 2 public meetings (2 hour prep + 4 hr for each meeting)	72	\$ 125.00	\$ 9,000.00
NHPA compliance - develop agreement MRGCD/SHPO, coordination with SHPO	80	\$ 125.00	\$ 10,000.00
ESA compliance - draft language in agreement(s), coordination with FWS	20	\$ 125.00	\$ 2,500.00
Staff review of deliverables (3 statutes, 1 day each)	96	\$ 125.00	\$ 12,000.00
Supervision/Quality Assurance	4	\$ 125.00	\$ 500.00
Final Review by Compliance Team Manager	24	\$ 125.00	\$ 3,000.00
<b>Total Cost (no contingency)</b>			<b>\$ 52,875.00</b>





Jul 2, 2024 data

Reservoir Storage Status

Heron

(Full) Active Conservation



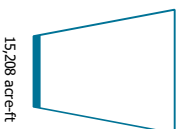
401,000 acre-ft

Current Content



138,673 acre-ft

MRGCD



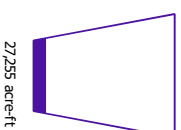
15,208 acre-ft

ABCWUA



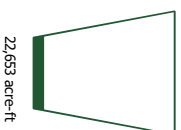
73,119 acre-ft

Other SJIC Contractors



27,255 acre-ft

Project Storage



22,653 acre-ft

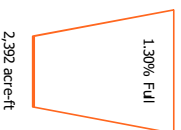
El Vado

(Full) Restricted Conservation\*



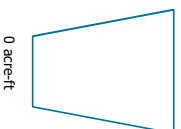
184,343 acre-ft

Current Content



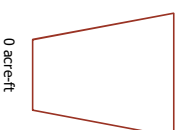
2,392 acre-ft

MRGCD SJIC & EDW



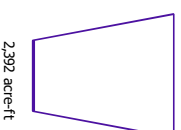
0 acre-ft

Prior and Paramount



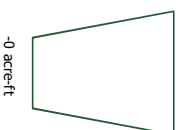
0 acre-ft

Other SJIC Contractors



2,392 acre-ft

Rio Grande & USBR EDW



-0 acre-ft

Abiquiu

Full (Active Conservation)



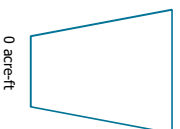
184,753 acre-ft

Current Content



95,688 acre-ft

MRGCD SJIC



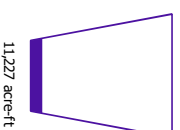
0 acre-ft

ABCWUA



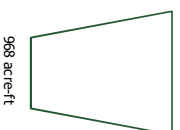
62,765 acre-ft

Other SJIC Contractors



11,227 acre-ft

USBR



968 acre-ft

Cochiti

Current Content



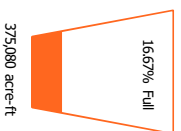
45,672 acre-ft

Full (Active Conservation)\*\*



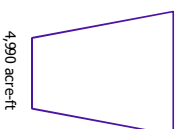
2,249,520 acre-ft

Combined Current Content



375,080 acre-ft

SJIC Content\*\*\*



4,990 acre-ft

Elephant Butte and Caballo

\* 172,656 AF 06/01 - 09/30 unless waiver requested. Otherwise, reported number.

\*\* Varies by time of year. Reported number is for 04/01 - 09/30.

\*\*\* Max San Juan-Chama storage in Elephant Butte is 50,000 AF.

Total reservoir content may include incidental storage of water in transit.

## **MRGCD BOARD MEETING (07-03-2024)**

### 1. Heron Summary

Content: 138,673 ac-ft (7/3/24)  
Azotea tunnel: 300 cfs  
Total SJC inflow year-to-7/2/24: 62,889 ac-ft  
Currently releasing: 250 cfs  
Current MRGCD storage: 15,208 ac-ft

### 2. El Vado Summary

Total storage (all contractors and natural): 2,453 ac-ft (7/3/24)  
Native in El Vado: 0 ac-ft  
MRGCD's SJ-C storage in El Vado: 0 ac-ft  
P & P: 0 ac-ft  
Other SJ-C contractors: 2,453 ac-ft  
Current release is 485 cfs    RG inflow is 150-350 cfs

### 3. Storage in Abiquiu

Content: 95,920 ac-ft (7/3/24)  
MRGCD's SJ-C storage: 0 ac-ft  
P&P: 14,325 ac-ft

Total supplemental water released in 2024: 0 ac-ft

#### Total Precipitation at SnoTel Sites as of 7/3/2024 (% of median)

Rio Chama Basin.....	106%
Upper Rio Grande Basin.....	104%
Sangre de Cristo Basin.....	111%
Jemez Basin.....	134%
San Juan River Basin.....	97%

- On June 21, intense rainfall over the Arroyo la Madera brought sediment into the Rio Chama that plugged the river channel. Reclamation is working with the State of New Mexico and a crew has mobilized to the area to excavate a pilot channel through the sediment plug. Until flow is restored to the Rio Chama channel, the release from Abiquiu Dam is limited to 100 cfs of native water.



# Memorandum

**To:** MRGCD Chair Russo Baca and Board of Directors

**Through:** Jason M. Casuga, Chief Engineer/CEO

**From:** Human Resources

**Date:** July 8, 2024

**Re:** Introduction of New Hires and Job/Title Changes

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## Belen Division

ROBERT	OLGUIN	FIELD MAINTENANCE TECHNICIAN	06/24/2024
ANDREW	JOJOLA	FIELD MAINTENANCE TECHNICIAN	06/24/2024
STEVEN	GUTIERREZ	FIELD MAINTENANCE TECHNICIAN	06/24/2024
CHARLES	GALLEGOS	FIELD MAINTENANCE TECHNICIAN	06/24/2024

## Albuquerque Division

JOSE	VAZQUEZ	WELDER II	07/08/2024 PROMOTION
JUSTIN	CORIZ	FIELD MAINTENANCE TECHNICIAN	07/08/2024
DANIEL	MORALES CANAS	DIVISION CLERK I	07/22/2024



# Memorandum

**To:** MRGCD Chair Russo Baca and Board of Directors  
Jason Casuga, CEO/CE  
Pam Fanelli, CFO

**From:** Richard DeLoia, Chief Procurement Officer *RD*

**Date:** July 1, 2024

**Re:** Bosque No 1. Lateral Wasteway Diversion

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MRGCD staff is requesting approval of Phase 1 and Phase 2 of the Bosque No 1. Lateral Wasteway Diversion Project. Staff is declining the Bid Alternatives. The total cost is \$312,776.37 including New Mexico Gross Receipts Tax. This project will be awarded to Lopez Precision, through the MRGCD Contractors On-Call Contract obtained through the Request for Proposal process.

VENDOR	GRAND TOTAL
Lopez Precision LLC.	\$312,776.37 w/ NMGR



**LOPEZ  
PRECISION, LLC**

**Bosque No 1. Lateral Wasteway Diversion**  
**Quote**  
**Lopez Precision, LLC**  
**92 Dark Canyon Rd/Po Box 1040, Magdalena NM 87825**  
**6/26/24**

Item	Description	Quantity	Unit	Unit Price	Total
<b>Phase I: Atrisco Feeder Site</b>					
1	Mobilization/Demobilization	1	LS	\$4,500.00	\$4,500.00
2	Removal and Disposal	1	LS	\$1,250.00	\$1,250.00
3	Excavation and Backfill	394	CY	\$53.00	\$20,882.00
4	Concrete Pavement 6" Thickness	29	SY	\$153.00	\$4,437.00
5	Hand Placed Riprap 6"-9"	67	CY	\$165.00	\$11,055.00
6	36" Culvert Pipe	66	LF	\$288.00	\$19,008.00
7	Standpipe Manhole	1	EA	\$9,200.00	\$9,200.00
8	Traffic Gates	1	EA	\$3,075.00	\$3,075.00
9	Traffic Control	1	LS	\$750.00	\$750.00
10	Survey/Testing	1	LS	\$2,310.00	\$2,310.00
11	Dewatering (MRGCD Allocated)	1	ALL	\$20,000.00	\$20,000.00
Subtotal (Items 1-11)					\$96,467.00
NMGRT (Items 1-11) 7.2%					\$6,945.62
Total (Items 1-11)					\$103,412.62
<b>Phase II: Bosque Lateral Site</b>					
12	Mobilization/Demobilization	1	LS	\$4,500.00	\$4,500.00
13	Removal and Disposal	1	LS	\$3,750.00	\$3,750.00
14	Excavation and Backfill	485	CY	\$53.00	\$25,705.00
15	Concrete Pavement 6" Thickness	117	SY	\$153.00	\$17,901.00
16	Structural Concrete	40	CY	\$1,777.00	\$71,080.00
17	Hand Placed Riprap 6"-9"	10	CY	\$165.00	\$1,650.00
18	36" Culvert Pipe	40	LF	\$288.00	\$11,520.00
19	Slip Lining of 36" Pipe	81	LF	\$276.00	\$22,356.00
20	Fresno Turnout w/Flat Back Mount (12") w/Connections	2	EA	\$6,750.00	\$13,500.00
21	Fresno Turnout w/Flat Back Mount (24") w/Connections	1	EA	\$7,750.00	\$7,750.00
22	Catwalk Fabrication & Installation	1	EA	\$2,500.00	\$2,500.00
23	Traffic Gates	2	EA	\$3,075.00	\$6,150.00
24	Traffic Control	1	LS	\$2,250.00	\$2,250.00
25	Survey/Testing	1	LS	\$4,690.00	\$4,690.00
Subtotal (Items 12-25)					\$195,302.00
NMGRT (Items 12-25) 7.2%					\$14,061.74
Total (Items 12-25)					\$209,363.74
<b>Subtotal Phase I and Phase II</b>					
Subtotal (Items 1-25)					\$291,769.00
NMGRT (Items 1-25) 7.2%					\$21,007.37
Total (Items 1-25) w/NMGRT					\$312,776.37
<b>Bid Alternative: Wasteway Channel</b>					
26	Excavation and Backfill	945	CY	\$53.00	\$50,085.00
27	Purchase and Installation of Concrete Canvas	1	LS	\$167,880.00	\$167,880.00
Subtotal (Items 26-27)					\$217,965.00
NMGRT (Items 26-27) 7.2%					\$15,693.48
Total (Items 26-27) W/NMGRT					\$233,658.48
<b>Grand Total Phase I, Phase II and Bid Alternative</b>					
Grand Total (Items 1-27) Without NMGRT					\$509,734.00
Grand Total NMGRT (Items 1-27) 7.2%					\$36,700.85
Grand Total (Items 1-27) With NMGRT					\$546,434.85



# Memorandum

**To:** MRGCD Chair Russo Baca and Board of Directors  
 Jason Casuga, CEO/CE  
 Pam Fanelli, CFO

**From:** Richard DeLoia, Chief Procurement Officer *RD*

**Date:** July 1, 2024

**Re:** Peralta Main Canal & Las Cercas Acequia Gates

---

MRGCD staff is requesting approval to enter into an agreement with Rubicon Water to install 2 FlumeGates and 1 SlipMeter at the Peralta Main Canal and in the Las Cercas Acequia as part of a pilot project. The gates will be installed in the upcoming offseason for MRGCD to test their functionality in the 2025 irrigation season. At the end of the pilot project if the installed gates have met the specified performance criteria in the agreement, MRGCD will purchase the gates from Rubicon Water. The cost for the gates at the end of the pilot project to purchase is \$116,657.00. These will be awarded to Rubicon Water, through the MRGCD Automatic Water Control Gates price agreement obtained through the Request for Bid process.

VENDOR	GRAND TOTAL
Rubicon Water	\$116,657.00

## QUOTE

**Date:** July 1, 2024

**To:** Anne Marken, Water Ops Division Manager  
**Company:** Middle Rio Grande Conservancy District  
**Address:** 1931 Second St. SW  
Albuquerque, NM 87102  
**Phone:** (505) 934-8026  
**Email:** [anne@mrgcd.us](mailto:anne@mrgcd.us)  
**Quote #:** Q501847e  
**Project:** Pilot Project – PMC10 Check & Las Cercas Acequia  
Headgate  
**Valid for:** 60 days  
**Shipping terms:** FOB Modesto, CA  
**Billing terms:** Net 30 days (see Payment Terms for details)  
**Prepared by:** John Lind, Account Manager  
**Mobile:** (928) 919-8980  
**Email:** [john.lind@rubiconwater.com](mailto:john.lind@rubiconwater.com)

### Rubicon Water

Rubicon Systems America, Inc.

#### Fort Collins

1501 S. Lemay Avenue  
Suite 101  
Fort Collins, CO 80524  
**toll free** 1-877-440-6080  
**phone** 970-482-3200  
**fax** 970-482-3222  
**email** [inquiry@rubiconwater.com](mailto:inquiry@rubiconwater.com)

#### Modesto

2318 Tenaya Drive  
Modesto, CA 95354

#### Imperial

415 W Aten Road  
Imperial, CA 92251

[www.rubiconwater.com](http://www.rubiconwater.com)

Dear Anne,

Please see below the Pilot Project Proposal for the Peralta Main Canal Check 10 (PMC10) and Las Cercas Acequia (CERCN).

## PROJECT DETAILS:

### Project Description:

Middle Rio Grande Conservancy District (MRGCD) and Rubicon Water wish to enter into an agreement to do a Pilot Project with selected Rubicon gates in MRGCD. The selected sites will be the Peralta Main Canal Check 10 (PMC10) and Las Cercas Acequia (CERCN) headgate.

### Key Objectives:

1) MRGCD wishes to test / confirm that the Rubicon equipment will properly communicate / integrate / operate with the existing MRGCD Scada system. Before the Pilot Project begins, MRGCD and Rubicon will clearly define what the success / acceptance parameters will be.

2) MRGCD will also evaluate the operation of the Rubicon equipment as to fit and functionality with their current operations. Before the Pilot Project begins, MRGCD and Rubicon will clearly define what the success / acceptance parameters will be.

### Timeline:

MRGCD desires to install the selected Rubicon gates and integrate with MRGCD's SCADA during the offseason (approximately Nov 2024 – Mar 2025) and evaluate the gates during the 2025 MRGCD irrigation season (approximately Mar 2025 – Oct 2025). The pilot project schedule will be developed and executed collaboratively

with MRGCD staff. If unforeseen circumstances necessitate that the timeline be extended, MRGCD and Rubicon will jointly determine the additional time required and specific objectives to be met.

**Equipment:**

Rubicon will provide two (2) FlumeGates model FGB-1370-1804 and one (1) SlipMeter model SMB-1200-3000-C. The FlumeGates will be installed in parallel in the PMC10 check structure and the SlipMeter will be installed as the headgate in the Las Cercas Acequia (CERCN) headgate.

**Project Costs:**

- **Equipment:** Rubicon will provide the 2 FlumeGates and 1 SlipMeter to MRGCD on loan during the Pilot Project. At the end of the project, based on successfully accomplishing the Key Objectives, Rubicon will issue an invoice (payable within 30 days) on October 1<sup>st</sup>, 2025 to MRGCD (see cost breakdown table further down). If the Pilot Project is deemed unsuccessful, MRGCD will return the equipment to Rubicon Water, and will pay for equipment removal and return freight cost back to Modesto, CA, by November 30<sup>th</sup>, 2025.
- **Freight:** MRGCD will pay for the freight for the equipment to ship from the Rubicon facility in Modesto, CA to Albuquerque, NM. If the equipment is returned to Rubicon after the pilot test, MRGCD will pay for the cost to ship back to Modesto, CA. Current estimate is US\$ 2,500 each way for the 3 gates.
- **Civil Works:** MRGCD will make any civil work changes / modifications / removal of existing equipment and absorb the associated costs. If at the end of the pilot project, MRGCD decides to return the Rubicon equipment, the costs associated with removal of the Rubicon equipment and re-installation of the current equipment, will be absorbed by MRGCD.
- **Equipment Installation:** MRGCD will absorb any installation costs (i.e. labor, crane / rigging, tools, etc.) associated with this Pilot Project.
- **Installation / Supervision Commissioning:** Rubicon Water will supply technical staff to conduct the supervision of the installation / commissioning at a cost of US\$ 2,625 per gate (see cost breakdown table further down).
- **Training:** Rubicon Water will provide operation and service training to MRGCD at no cost. Training will be one full day (in person) and additional training will be provided as needed either virtually or in-person.

**Specific Rubicon Requests:**

- Rubicon Water will closely monitor the test units, and as such, needs full access to the site and unit to make any adjustments or modifications needed. Rubicon Water reserves the right to install our SCADAConnect Live software package free of charge so we can monitor the unit remotely. MRGCD staff will also be given read access to SCADAConnect Live if MRGCD desires.
- Rubicon Water requests that MRGCD send regular updates, so that any performance concerns can be rectified.
- Rubicon Water also requests MRGCD permission so that we can use this site as a reference. As such we would like to be able to bring other visitors and create and publish marketing materials such as videos, photos, case studies, electronic and printed advertisement, etc. Any visits will be pre-approved / coordinated with MRGCD prior to taking place.



## SITE SPECIFIC INFORMATION & RECOMMENDATIONS:

### Peralta Main Canal Check 10 (PMC10):

#### Site Data / Measurements:

Max flow: 200 cfs

Canal Width: 35ft

Upstream Water Level (USWL): 3 inches from top of wing wall

Upstream High-Water Level (USHWL): 6.4ft

Downstream Water Level (DSWL): 5.3ft

Downstream High-Water Level (DSHWL): 5.3ft

Top of Concrete (TOC): 9ft (108")

Wing Wall to Walkway: 2.26ft (27.1")

Existing Gate(s) Bay Width: 5ft (60")

Bay Depth: 6.74ft (80.88")

Concrete Walkway Width: 3ft (36")

Left Wing Wall Thickness: 8"

Right Wing Wall Thickness: 12"

AI on sill: ft (xx") MRGCD measured the structure when dry. No sill on the two side bays was shown. The middle bay has a sill but is not being fitted with a Rubicon gate.

#### **Upstream Pictures:**



## Downstream Pictures:



## General Recommendations:

- These recommendations are general in nature and will be discussed with MRGCD Engineering Team and Contractors before build.
- Remove existing gates. Use two Rubicon FlumeGates (model FGB-1370-1804) in a Master / Slave configuration.
- Leave a center manual gate (per MRGCD)
- Build wingwalls upstream on both sides of the Rubicon gates. Build on same level as current overtop concrete. Wingwalls to extend 6 to 7'
- Maintain/change/increase existing sill to conform to required fully closed position (TBD but usually a couple inches higher of current overspill concrete walls).
- Maintain current concrete walkway. Rubicon gates will have their own walkways below/in front of current concrete walkway.
- See installation / design instructions.

## Sample pictures of a similar installation:



Note: walkway and center manual gate were provided by customer in this case.





### Las Cercas Acequia:

#### Site Data / Measurements:

48" culvert

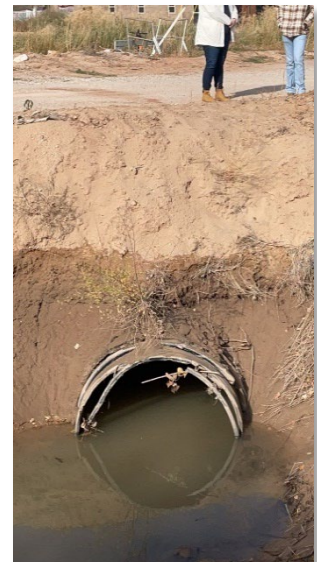
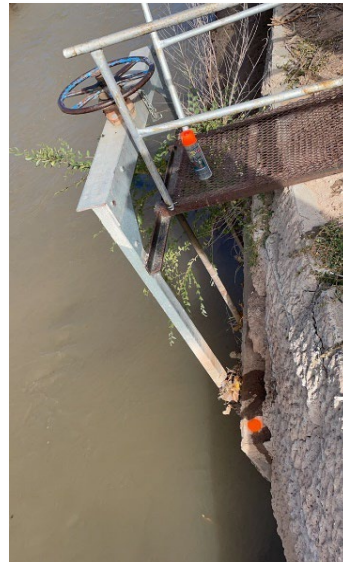
Top of Concrete (TOC): 9ft

Water Level: 8ft

HWL: 8ft

Wall Length: 6ft

Wall Thickness: 8in



#### General Recommendations:

- These recommendations are general in nature and will be discussed with MRGCD Engineering Team and contractors before build.
- Remove current manual gate.
- Rebuild concrete wall with smooth surface for gate frame to be bolted on.
- Install a Rubicon SlipMeter model SMB-1200-3000-C.
- Dig / clean silt and debris out of front of gate.
- See installation / design instructions.

## EQUIPMENT COST BREAKDOWN:

Qty	Product	Product Model	Description	FY25 Unit Price (US\$)	Total (US\$)
2	FlumeGate	FGB-1370-1804	Rubicon FlumeGate, designed for a nominal install width of 60" and a fully closed checking height of 67". Maximum submerged flow is 106 CFS, max freeflow is 170 CFS. Fully integrated solution.	\$41,210	\$82,420
1	SlipMeter	SMB-1200-3000-C	Rubicon SlipMeter, equipped with a 48" x 48" meter box/gate and a maximum wall mounting height of 10'. 11.25° sensor pattern. Minimum flow of 4.3 CFS, maximum flow of 101 CFS. Equipped with partial-full level sensor. Fully integrated solution.	\$34,237	\$34,237
2	Software	SiteConnect Live	SiteConnect Live Starter Kit (includes a cellular modem, antenna, cabling), as well as account and site configuration on Rubicon's cloud-based SCADA system. One-time fee.	\$1,000	\$2,000
2	Software	SiteConnect Live	SiteConnect Live, Control Site - Annual subscription fee, per site. Includes cloud hosting and cellular service.	\$500	\$1,000
2	Software Credit	SiteConnect Live	Software Demo at no cost for Pilot Project	(\$1,500)	(\$3,000)
3	Service	Supervision & Commissioning	Supervision & Commissioning Per Gate (2-3 gates)	\$2,625	\$7,875
1	Freight	FRT	Modesto, CA to Albuquerque, NM 3 gates	\$2,500	\$2,500
			<b>Total (Excluding Taxes)</b>		<b>\$127,032</b>

### Notes:

- MRGCD will pay the Freight (US\$ 2,500) and Supervision & Commissioning (US\$ 7,875) costs for a total of US\$ 10,375 after the units are installed.
- Rubicon will sponsor the cost of the SiteConnect Live system for one year after initial operation. If MRGCD decides to keep the system, the cost will be US\$ 500 per year per site.
- MRGCD will pay for the equipment costs after the successful completion of the Pilot Project.



## Sample Application Pictures:

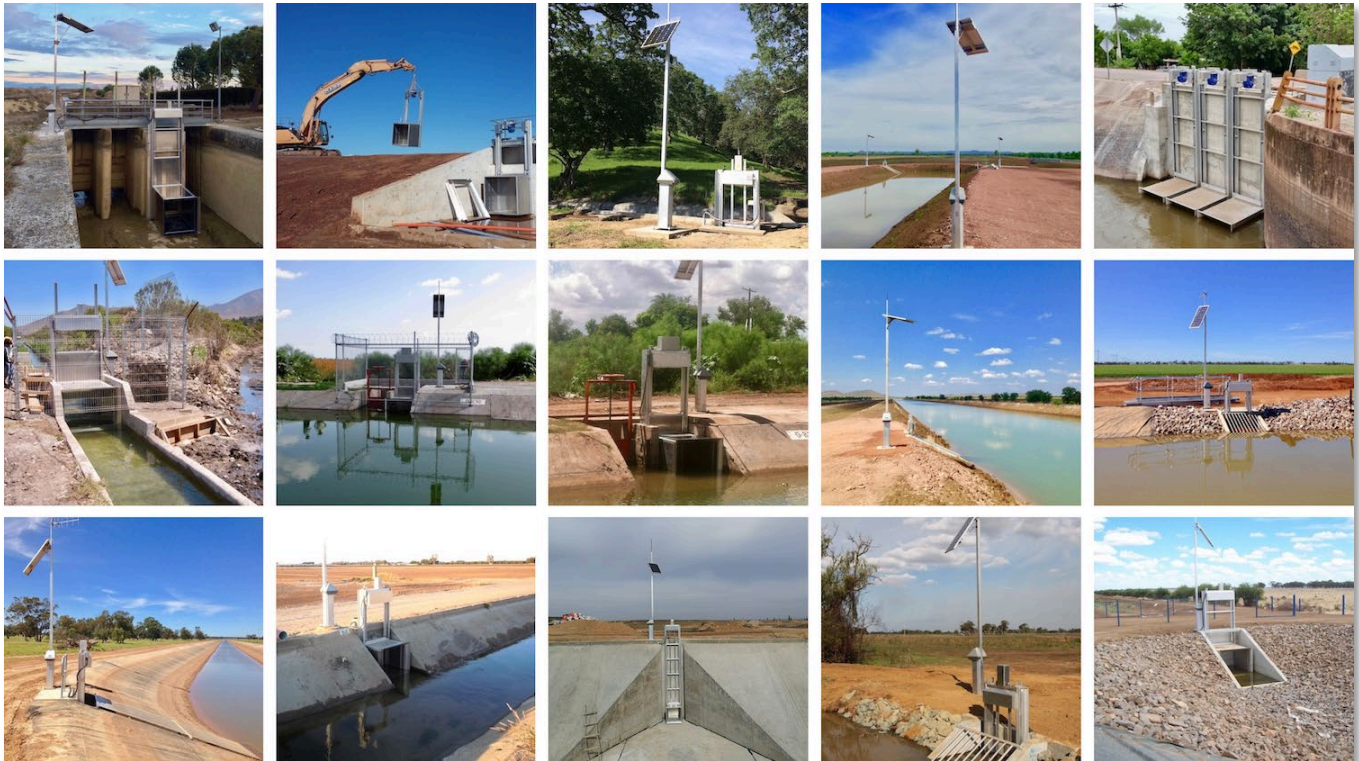
FlumeGates:





## Sample Application Pictures:

SlipMeters:



**FlumeGate® Description:**

Each FlumeGate includes the following items:

- The FlumeGate is a combination automated overshot control gate and flow measurement device that mounts in new or existing structures and arrives as a complete turnkey installation.
- Each FlumeGate comes equipped with a control pedestal which includes a standard processor and keypad for automation (for remote mounting), solar panel power system and a 16 ft mast for mounting of a communication antenna; one aluminum external mounting frame, c/w stainless steel anchors, Hilti epoxy and SIKa sealant.
- Included is one (or more) 12-volt DC deep cycling battery pack; each pack consists of two or more batteries. Note, the batteries must be removed from the meter and charged if the gates are not installed within four weeks of delivery;
- One set of primary ultrasonic water level sensors (long range);
- Standard Rubicon local flow and level software (level control requires tuning, added charge).
- Options include an operator walkway to span the gate, attached to the top beam, with access from one or both sides.

**SlipMeter Description:**

Each SlipMeter includes the following items:

- The SlipMeter is a combination automated undershot control gate and precision flow meter that measures fully submerged flows (and partial-full flow in partial-full models) and mounts directly to a headwall with no straight pipe requirements. It is provided as a complete turnkey installation.
- Each SlipMeter comes equipped with a separate standalone control pedestal which includes a display and keypad, solar panel power system and a 16 ft mast for mounting of communication antenna; RTUs, radio and antenna by others.
- The SlipMeter comes complete with an integrated power supply comprising an 85W solar panel, a solar regulator, and a 12-volt deep cycling battery pack. Note, the batteries must be removed from the meter and charged if the gates are not installed within four weeks of delivery.
- The SlipMeter comes equipped with an internal and external frame c/w stainless steel anchors, epoxy capsules and polyurethane sealant.
- Standard Rubicon local controller software, including automatic local/remote flow control mode, local/remote gate position mode and local manual mode.

**SCADAConnect Live Description:**

Rubicon's SCADAConnect Live is a cloud-based SCADA system that gives users full remote control of their sites. Data is transmitted through AT&T's cellular network to both send commands to the sites as well as gather all data, including flows, levels, alarms etc. Included in SCADAConnect Live:

- Full remote monitoring and control of sites. Note access can be varied depending on password for different officers of the irrigation district (full control versus monitoring only).
- Alarm notifications can be sent through email or text.
- All data pertinent to each site can be viewed on the site's historian or downloaded in .CSV format for storage or reporting.

**Note regarding SCADA / Remote Connectivity:**

Automated devices are designed to provide continuous operation without human intervention. However, remote connectivity is a feature available on all Rubicon gates and meters that enhances the manageability of the device, giving operations team 24/7 live access in order to better manage the system. As is the case in any automated system, electro-mechanical systems can be subject to upsets beyond their control that require human intervention. For this reason, Rubicon offers SCADAConnect Live as a means for cost-effective



remote monitoring and control in order to ensure proper canal operations, and prompt notification in the event of concerning situations.

**Installation Labor:**

Services during installation include:

- Site visits by a Rubicon certified Field Technician. The visits will involve installation of the external frame, supervising the lifting of the gate into the frame, and the commissioning and training in the operation and maintenance of the gate.

**Exclusions:**

- Civil works to structures to fit above meters and gates.
- Supply and operation of crane for install of gate.
- Dewatering of site for installation:
  - It is expected that the site will be dry and clean for the installation of external frames. If the Rubicon Technician finds that there is water on the site the day of the scheduled external frame installation, the client will pay for the additional day of labor lost.
- Prices exclude all taxes.

**Payment Terms (Specific to this Pilot Project):**

Payments are to be made as follows:

- Customer will pay freight and commissioning costs after units are installed.
- Customer will pay 100% of the equipment cost if Pilot Project is successful.

All payments are to be made by check to Rubicon Systems America Inc.

**Warranty**

Rubicon Water warrants the hardware offered in this quotation to be free of defects in material and workmanship for a period of twelve months from the date of commissioning.

Warranty on spare parts is twelve months from delivery. Rubicon Water Standard Terms of Sale applies to this Quotation and is appended to the end of this quotation.

**Damages**

During the trial period, MRGCD shall assume the associated risks and liabilities pertaining to the gates. MRGCD will bear responsibility for any damages or necessary rectification work incurred throughout the trial period, except in instances where said damages are attributable to warranty-related issues, as defined within the Rubicon standard Terms and Conditions.

**Delivery**

All hardware will be delivered by road transport to customer's receiving facility, whereupon immediate unloading will be the responsibility of the customer. Rubicon will not be responsible for any damage that may occur at customer worksite.

It is anticipated that the equipment and associated hardware will be delivered to the customer within 20-25 weeks upon receipt of this Quote.

**The Next Step:**

To accept this quotation and begin the procurement process, please sign here and return. **NOTE:** In order to accept this quotation as a purchase order, the below needs to be signed and dated by an officer of the company with purchasing authority, and **all** pages of the quotation and Terms & Conditions must be included.

Customer:

---

Authorized Signature

---

Date

Authorized By:



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On Behalf of North American General Manager

# RUBICON WATER

## STANDARD TERMS AND CONDITIONS

### 1. APPLICATION OF TERMS AND CONDITIONS

Unless otherwise agreed in writing, these terms will apply to the provision of all Products, Software and Services within the USA by Rubicon Systems America Inc of 1501 Lemay Avenue, Suite 101, Fort Collins, Colorado 80524. Any terms and conditions contained in your purchase order or otherwise notified to us will apply only if they are specifically accepted in writing by us.

### 2. ORDERS

(a) Purchase orders, including agreement to our quotations, are to be submitted in writing and are subject to our final acceptance. Subject to (b) below, purchase orders will be deemed accepted when we receive them, unless we advise you otherwise in writing.

(b) Written quotations of prices payable by you for the Products, Software and/or Services (Prices), will remain valid for 60 days and after that will be subject to our revaluation.

### 3. PRODUCTS

(a) Unless otherwise specified in writing, we warrant that for a period of 12 MONTHS from the date of commissioning (Product Warranty Period) all Products of our own manufacture will conform to our applicable design specifications.

(b) It is your responsibility to ensure that the Products you order are fit for your intended purpose.

(c) We reserve the right to replace Products with new or alternative Products with similar functionality.

### 4. SOFTWARE

(a) Unless otherwise specified in writing, we warrant that for a period of 12 MONTHS from the date of delivery (Software Warranty Period) all Software of our own manufacture will substantially perform in accordance with our functional specifications. This does not mean that we warrant that the Software will be error or bug free.

(b) We grant you a revocable, non-exclusive, non-transferable license to use the Software in conjunction with our Products subject to any restrictions we specify in writing. This license is subject to revocation upon any breach by you of these Standard Terms and Conditions or the termination of any contract between Rubicon and, you. You may use the Software for the operations or applications for which it was furnished by us, but not for any other purpose without our prior written consent. You may not use of the Software in violation of any other restriction contained in these Standard Terms and Conditions, or after termination of the license.

(c) You acknowledge that ownership in the Software does not pass to you and your rights are limited to the conditions specified in these terms.

(d) You may use and copy the Software as reasonably required for back-up, maintenance or training purposes but otherwise the Software is not to be copied or altered without our prior consent. All copies of the Software must bear our original copyright and other proprietary notices, and shall remain property of Rubicon. You may not permit any third party to use or make copies of the Software.

(e) You will not reverse assemble or reverse compile the Software in whole or part. Only Rubicon may alter, enhance or modify the Software. All rights to any idea, process, discovery, enhancement or improvement arising from your use of the Software shall automatically become the sole property of Rubicon and shall be deemed to have been assigned to Rubicon in consideration for Rubicon's provision of the Software.

(f) Without our prior written consent, which may be withheld in our sole discretion, you may not: (i) sell, assign or otherwise transfer in any manner to any third party any rights in or to the Software, (ii) allow any third party to use the Software; or (iii) sublicense, publish, display, distribute, or otherwise transfer to a third party the Software or any copy, in whole or in part.

### 5. SERVICES

(a) We warrant that for a period of 12 MONTHS from the date they are performed (Services Warranty Period), all Services will be provided by us with due expedition and consistent with the required industry standards or professional skills and advice required for carrying out such Services.

(b) We will act professionally at all times and exercise skill, care and diligence in performing the Services.

### 6. OUR OBLIGATIONS

(a) In providing the Products, Software and/or Services, we will:  
(i) act in a skillful, diligent, workmanlike, careful, safe and proper manner;

(ii) keep you appropriately informed of the progress of the provision of the Products, Software and/or Services;

(iii) act in accordance with standards and practices normally exercised in the water industry;

(iv) be entitled to exercise our judgment and use our skills as we considers most appropriate;

(v) complete the provision of Products, Software and/or Services in a timely manner.

(b) If we are delayed or we become aware of the likelihood of a delay in the provision of the Products, Software and/or Services, we will notify you as soon as possible after becoming aware of those circumstances.

### 7. YOUR OBLIGATIONS

In engaging us, you will:

(a) provide us with all relevant information necessary for the provision of the Products, Software and/or Services including site information, technical environment, relevant data, intelligence and instructions on an ongoing and timely basis as may be necessary and prudent;

(b) provide us with access to your personnel, premises, systems, facilities, confidential information, and/or records to enable us to provide the Products, Software and/or Services.

(c) acknowledge that if you do not meet these obligations you may cause or contribute to an increase in our estimated fees; we may incur additional costs, charges and expenses; and there is likely to be delays in the completion of the supply of the Products, Software and/or Services.

(d) not be obliged to disclose information that is not reasonably relevant.

### 8. WARRANTY

(a) Products, Software and/or Services not manufactured by us are excluded from our Warranty but we will seek to extend to you any warranty received from the original manufacturer or supplier so far as we are permitted to do so.

(b) In the event of a defect, malfunction or failure to conform to specification during the applicable Warranty Period we will, as determined by us:

(i) repair or replace defective Products;

(ii) replace or correct all reproducible deficiencies and errors in Software manufactured by us which fail as a direct result of our defective materials or workmanship;

(iii) re-perform the Services; or

(iv) refund the Price for such defective Products, Software or Services.

(c) Product warranty repair is provided at our facility and Software warranty is provided online. You will pay the return transport costs for sending the Products for repair. Where warranty repairs are required to be undertaken on site, you will pay all costs incurred by us other than the cost of actually undertaking the repairs. In the event that the defects are due to causes outside our warranty obligation, you will pay for the cost of repair or replacement at our then current charges.

(d) Product and Software warranties will not apply to any Products or Software other than in their original condition which we determine have not been subjected to operating or environmental conditions in excess of their maximum limits, or otherwise have not been subjected to misuse, improper installation, repair, alteration, or accidental damage, whether or not caused by you.

(e) EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THESE STANDARD TERMS AND CONDITIONS, ALL PRODUCTS, SOFTWARE AND SERVICES ARE PROVIDED "AS IS." THESE LIMITED WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. We shall not be liable to you or any user of any Products, Software or Services for any indirect, special, incidental, exemplary or consequential damages (including, without limitation, lost profits) related to these Standard Terms and Conditions or resulting from use or inability to use

# RUBICON WATER

## STANDARD TERMS AND CONDITIONS

the Products, Software or Services, arising from any cause of action whatsoever, including contract, warranty, strict liability, or negligence, even if we have been notified of the possibility of such damages. Under no circumstances shall our liability to you or any user of the Products, Software or Services exceed the amounts paid to us by you for the Product, Software or Service involved. No action under the foregoing limited warranties or these Standard Terms and Conditions may be brought more than one (1) year after the cause of action arises. Exclusive subject matter and personal jurisdiction for all disputes arising under this Agreement shall be the Larimer County District Court in Fort Collins, Colorado.

(f) You warrant that you have not relied on any representation, description, illustration, specification or any other material which has not been expressly published by us or agreed by us in writing.

(g) You warrant that the information you need to provide to us will be sufficiently comprehensive to enable us to meet our obligations and will be free from errors and omissions.

(h) Please note that whilst we warrant that all Products of our own manufacture will conform to our applicable design specifications for a period of 12 MONTHS from the date of shipment, unless you engage our services to evaluate your needs and accept our written recommendations it is your responsibility to ensure that the Products you order are correctly sized and fit for your intended purpose.

### 9 SOFTWARE MAINTENANCE AND SUPPORT SERVICES

(a) From the time of installation we will provide you with your desired level of Software maintenance and support services.

(b) Software maintenance and support services do not include services involving correction of faults, errors or defects caused by:

(i) operation of the Software in a manner which contravenes your obligations;

(ii) failure by you to operate the Software in accordance with the relevant specifications which have been made known by us to you;

(iii) use of the Software in an environment other than that provided for in the relevant specifications;

(iv) Product maintenance performed by a person other than us or persons approved by us;

(v) modifications to the Software made by you or a third party, unless authorized by us.

(c) A condition of the provision of Software maintenance and support is that you must purchase the Software maintenance and support on a continuous basis from the time of installation. In the event that there is any period during which we do not provide Software maintenance and support, as a condition precedent to us undertaking any future Software maintenance and support we reserve the right to undertake at your expense an investigation of the Software and provide any required remedial maintenance to bring the Software to an acceptable level.

### 10 PRICES

(a) In consideration of the provision of the Products, Software and/or Services, You will pay the applicable Prices and at the times specified in our quotations or as specified in our published Price lists.

(b) We reserve the right:

(i) without liability on our part, to correct any errors or omissions in any offer, quotation, order confirmation, invoice or other documentation issued by us;

(ii) to pass on to you any additional costs (including merchant fees) incurred by us where you pay us by credit card;

(iii) to adjust the Prices to cover any exchange rate variations on imports and variations in labor and material costs to the date of invoice. We will reimburse to you any cost or benefit of variations incurred by us.

(c) All Prices are specified in US dollars.

### 11 TAXES

Unless expressly stated by us, Prices quoted or agreed do not include sales, goods and services, value added or any other applicable government tax or duty payable either before or after invoice from us. Such taxes and duties are payable in addition to the Prices.

### 12 PAYMENT

(a) We may invoice you for Products, Software and/or Services and all other amounts payable by you under these terms and conditions at any time after we notify you that the Products, Software and/or Services are ready for collection or we otherwise deliver or attempt to deliver the Products, Software and/or Services.

(b) Unless otherwise agreed and subject to you maintaining an acceptable credit rating, you must pay all invoices within 30 days of the date of the invoice.

(c) If you dispute an invoice you must (except in the case of non-delivery) nonetheless pay the entire amount. We will refund any agreed amount following resolution of the dispute. If you fail to pay any invoice by the due date then, without affecting any other right or remedy available to us, we may:

(i) Suspend any further deliveries to you of the Products or Software in question or any other Products or Software and suspend or refuse to perform any Services to you whether under an existing or new order;

(ii) Charge you interest on the amount unpaid at the rate 5% above our then current overdraft rate until payment in full is made. Such interest is to be compounded daily.

(iii) Exercise a general lien on all of your property in our possession to cover the amount unpaid for the Products, Software and/or Services; and

(iv) Recover from you, in addition to the outstanding amount, all reasonable costs incurred by us in collection of the outstanding amount.

### 13 DELIVERY TITLE AND RISK

(a) Delivery schedules are estimates only and are subject to adjustment at any time. We will notify you of any changes in our delivery schedule but will not be liable for any additional costs that you may incur.

(b) All Products will be delivered in our standard packaging and will be accepted by you at the time of delivery.

(c) Property and risk in relation to the Products passes to you at the point of delivery to your carrier at our facility or, if you request us to arrange delivery and insurance, upon delivery to you.

(d) Title to the Products passes to you upon the earlier of payment in full for those Products or upon integration of the Products so that they are no longer capable of repossession.

(e) Until Title passes, we may repossess any Products for which payment has not been made in full by the due date.

### 14 CONFIDENTIALITY

(a) You agree not to disclose any information provided by us to you relating to us and our related entities that we may reasonably regard as confidential or commercially sensitive (including without limitation our pricing information) unless you can establish the information is:

(i) at the time of disclosure, in the public domain;

(ii) subsequent to disclosure, entered into the public domain other than through the breach of a duty owed to us; or

(iii) required to be disclosed by law.

(b) We will use reasonable endeavors to preserve the confidentiality of information supplied to us by you that you designate as confidential information. Nothing in these terms and conditions will impose on us the obligation not to disclose or use information already known to us prior to its disclosure to us by you, or lawfully received by us from a third party, or information published at the date of such disclosure, or information which enters the public domain through no fault of our own, or is required to be disclosed by law.

### 15 INTELLECTUAL PROPERTY RIGHTS

(a) Intellectual Property Rights includes copyright, trade mark, design, patent, semiconductor or circuit layout rights, know how, trade or other proprietary rights or any rights to registration of such rights or protected by statute.

(b) You will retain ownership of any pre-existing Intellectual Property Rights in materials provided by you to us for use by us for the purposes of providing Products, Software and/or Services.

We will retain ownership of any pre-existing Intellectual Property Rights in materials, information, tools, and methodologies provided by us for the purposes of providing the Products, Software and/or Services (or undertaking any improvements to the Products, Software and/or Services).

# RUBICON WATER

## STANDARD TERMS AND CONDITIONS

(c) You indemnify us against any claims of infringement of any Intellectual Property Rights or misuse of a third party's Confidential Information brought against us as a result of the provision of Products, Software and/or Services in relation to this contract or arising directly or indirectly from the use of any materials or information provided to us by you.

### 16 EXCLUSIONS AND LIMITATIONS

(a) We exclude all implied conditions and warranties except any implied condition or warranty that the exclusion of which would contravene any law, statute or cause any part of this paragraph to be void.

(b) To the extent permitted by law:

(i) we exclude liability (including from our breach of any express or implied condition or warranty or our negligence) for loss of profits or consequential or indirect loss or damage; and

(ii) our liability to you from our breach of any express or implied condition or warranty or our negligence is limited, at our option, to supplying the Products, Software and/or Services in respect of which the breach or negligence occurred again; or to paying the cost of having those Products, Software and/or Services supplied again; or refunding the Price for the Products, Software and/or Services.

### 17 FORCE MAJEURE

We will not be liable for any failure to perform or delay in performance of any obligation where such failure or delay is due to anything beyond our reasonable control, including but not limited to adverse weather or terrain, strikes, lockouts and other industrial action, material shortages, failure of any of our suppliers to supply, accidents, power failure, breakdowns of plant or machinery or import or export regulations or embargoes.

### 18 LIABILITY

Except as expressly stated in these terms and conditions, we will not be liable in contract or otherwise for any loss, damage, expense or injury of any sort whatsoever, consequential, indirect or otherwise, arising out of or in connection with the installation, use or failure of the Products, Software and/or Services sold or any defect in them or from any other cause.

### 19 TERMINATION

(a) We may, without affecting any other rights we may have, terminate or suspend any contract between us with immediate effect by giving notice to you if:

(i) you breach any provision of our contract and fail to remedy the breach within 7 days after our notice requiring you to do so;

(ii) if you breach a material provision of our contract where that breach is not capable of remedy;

(iii) you cease to be able to pay your debts as they become due;

(iv) you become subject to any form of insolvency or bankruptcy action that is not dismissed within 60 days or;

(v) any step is taken by a receiver or mortgagee to take possession or dispose of the whole or any part of your assets.

(b) If we exercise our rights to terminate or suspend a contract, we will immediately be entitled to invoice you for work in progress at our current rates. This paragraph does not limit or affect any other remedy which may be available to us including seeking compensation for any loss or damage suffered by us.

(c) If we are unable to perform or complete performance of our obligations wholly or in part due to causes beyond our control, we may unilaterally rescind the contract, or the outstanding portion, without any further liability to any party other than the obligation for you to pay for Products, Software and/or Services provided to the time of such termination.

### 20 SEVERENCE

If part or all of any provision of these terms and conditions or its application to any person or circumstance is illegal or unenforceable the provision will be interpreted so as to ensure it is not illegal or unenforceable. If any provision or part of it cannot be so interpreted, the provision or part of it will be severed from these terms and conditions and the remaining provisions of these terms and conditions continue in force.

### 21 GOVERNING LAW

These Standard Terms and Conditions and all contracts between us will be governed by and interpreted according to the laws of the State of Colorado, without regard to conflicts of law's provisions.

### 22 DISPUTE RESOLUTION; ENFORCEMENT

In the event of any dispute arising between us who are unable to be resolved by negotiation, the matter will be exclusive subject matter and personal jurisdiction shall be the Larimer County District Court in Fort Collins, Colorado. In any such proceeding, the prevailing party shall be entitled to recover from the other party, in addition to any other relief granted, all costs reasonably incurred by the prevailing party in the proceeding, including court costs, witness fees and reasonable attorney's fees.

If you violate any license granted by us or violate or infringe upon any of our intellectual property or other proprietary rights, we may institute proceedings either at law or in equity to obtain damages or equitable relief to enforce our rights. You acknowledge that monetary damages would not be a sufficient remedy for a breach of a license or violation of our intellectual property or other proprietary rights, and that we shall not be required to prove the inadequacy or insufficiency of monetary damages as a remedy in order to obtain equitable relief. No bond or other form of security shall be required in connection with any such injunctive or other equitable relief.

### 23 RUBICON AGENTS

i. Our sales agents are only authorized to promote the sale of our Products, Software and/or Services in accordance with our published specifications or variations thereto that we have approved in writing.

ii. We cannot take responsibility for any representation made by our sales agents that has not been published or authorized by us.

iii. Our sales agents are expected to comply with all applicable laws, regulations, codes of ethical conduct and where applicable government purchasing requirements and are instructed not to engage in any unethical conduct, payment of kickbacks or gratuities, or provision of any inappropriate benefits.

### 24 ENTIRE AGREEMENT AND VARIATIONS

(a) Any variation to these terms will only be effective if in writing and signed by both parties.

(b) You may, with our prior approval and subject to agreement for an adjustment of Prices, by written order make changes in accordance with the general scope of the contract to the drawings, designs or specifications or method of delivery or packing.

(c) In the case of such changes, there will be an equitable adjustment to the Prices, delivery schedule and any other provisions of the contract affected by the changes.

(d) Unless otherwise agreed, all works will be suspended pending agreement on any adjustments to be made resulting from such changes.

## Overview

The FlumeGate is a combined flow measurement and control gate designed for open canal applications. Accurate flow measurement, precise motor control, power supply and radio telecommunications are fully integrated in a single device.

In free-flow or submerged conditions, flow is calculated from the gate's own measurements of upstream water level, downstream water level and gate position. The FlumeGate can be operated as a stand-alone unit, or can coordinate with other gates along the canal to optimize the whole network's flow. It can be managed and monitored on-site or operated remotely when connected to a SCADA network.

The FlumeGate automatically controls the flow of water by varying the gate position based on a desired set-point or on irrigation demand as shown in the table.

Control objective	Gate action	
<b>Local</b>	Position	Moves to a desired set-point and stays there
	Flow	Maintains a constant flow regardless of upstream or downstream levels
	Upstream level	Maintains a desired water level in the pool immediately upstream
	Downstream level	Maintains a desired water level in the pool immediately downstream
<b>Network<sup>1</sup></b>	Supply	Changes the flow to match the flow supplied from the network above the gate while maintaining a stable upstream water level
	Demand	Changes the flow to match measured outflow from the network below the gate while maintaining a stable downstream water level

<sup>1</sup> Network control is only available when used with other Rubicon gates and Rubicon's NeuroFlo™ network control software.

## A TCC™ product

The FlumeGate is one of the products making up a modular family of precision hardware and software called TCC (Total Channel Control™). TCC is an advanced technology set designed to improve the management and productivity of water in open canal and gravity pipeline distribution. TCC products can interact and work together to help managers improve:

- water availability
- service and equity to users
- management and control
- canal operator safety



## Features

- Ultrasonic water level measurement
- Integrated flow calculation and control software
- Solar-charged or 120V AC charged battery system
- SCADA ready communication system
- Robust high duty cycle operation
- Overshot design for better water level control
- Optional walkways with handrails for staff safety

## Ideal solution for ...

- Headgates, turnouts, or check structures requiring low headloss
- Gate modernization projects (more cost-effective than automating an existing gate)
- Remote locations without AC power
- Maintaining canal diversions or upstream water levels
- Measuring flow in canal-to-siphon applications



## Control Pedestal

Each FlumeGate installation includes a robust pedestal that provides power and control to the gate and is a secure, weatherproof housing for electronic components and batteries.

The pedestal also serves as a local user interface. A keypad and LCD display are located under a lockable lid, allowing secure access for authorized users to monitor, control and troubleshoot on-site.

## High strength construction

FormiPanel™ is Rubicon's high strength gate leaf construction that uses techniques adopted from the aerospace and marine industries.

The gate panel assembly is a laminate construction that utilizes high strength industrial adhesives to bond structural grade aluminum extrusions and skin plates to a synthetic core material. The result is strong, lightweight, and corrosion resistant.

## Flow measurement

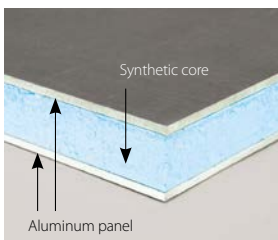
The FlumeGate calculates flow using measurements of upstream water level, downstream water level and gate position, achieving independently verified measurement accuracy of  $\pm 2.5\%$ . This accuracy is attributed to its unique design and precision manufacture.

Rubicon's MicronLevel™ water level measurement sensors are housed within the internal frame. A water-tight seal separates the upstream and downstream sensors.

- Unique, integrated stilling wells unaffected by surrounding objects, debris, foam, silt or other contaminants
- Self-calibrates on every reading to eliminate drift in speed of sound due to changes in temperature or humidity
- Specifically designed for use in harsh irrigation canal environments



Local user interface



FormiPanel™ construction



SCADAConnect™ Software

## Gate control technology

CableDrive™ is Rubicon's actuation system designed to provide precision gate position accuracy and repeatability in harsh environments. The drive is a wire rope (cable) and drum mechanism that provides positive drive in both the raise and lower directions. It is designed for high duty cycle operation and provides precise gate positioning to within  $\pm 0.02$ in (0.5mm).

The drive is managed by Rubicon's SolarDrive™ technology – a purpose-built integrated circuit board that manages gate positioning, solar power regulation, battery charge and the pedestal user interface.

## Low maintenance

The FlumeGate's modular design allows it to be maintained in the field with minimal tools, training, and easily replaceable parts.

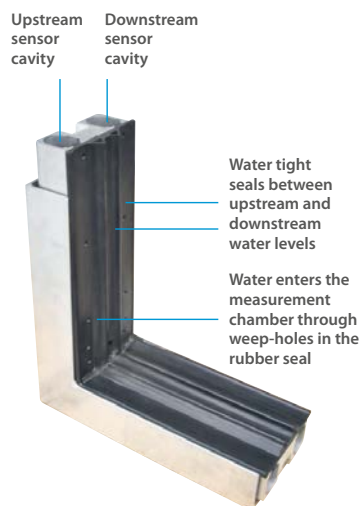
- Level sensors are easily removed during in-field servicing
- Seals can be replaced
- On-site diagnostics
- Service can be done by local Rubicon field technicians or authorized/trained independent local integrators

## Easy to install

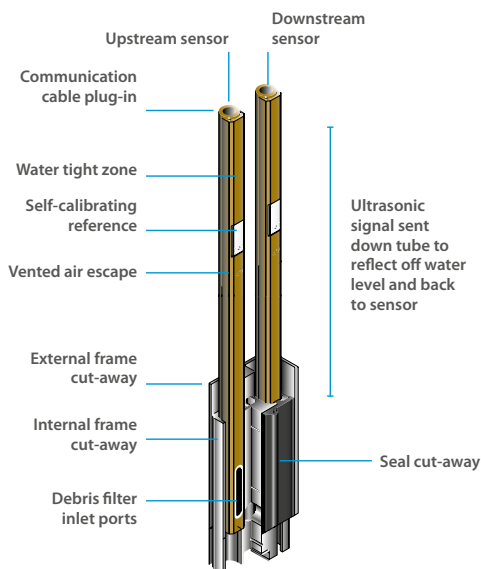
Rubicon's FlumeGate products are designed to retrofit to existing check type regulating structures as well as purpose built emplacements significantly reducing costs associated with civil work.

- Installed and operational in two days during irrigation or off-season
- Factory calibrated and pre-commissioned

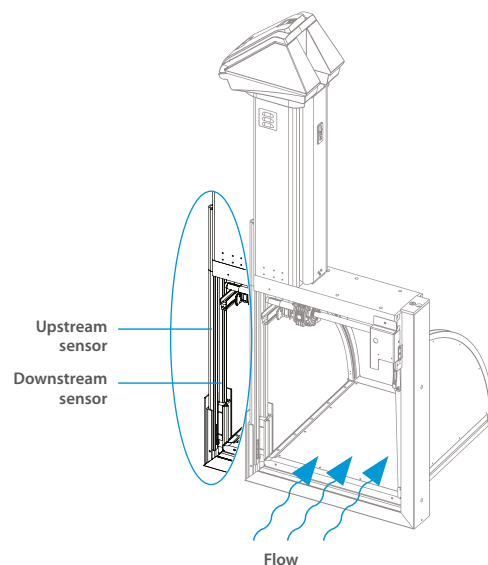
## Frame corner section



## Sensor detail

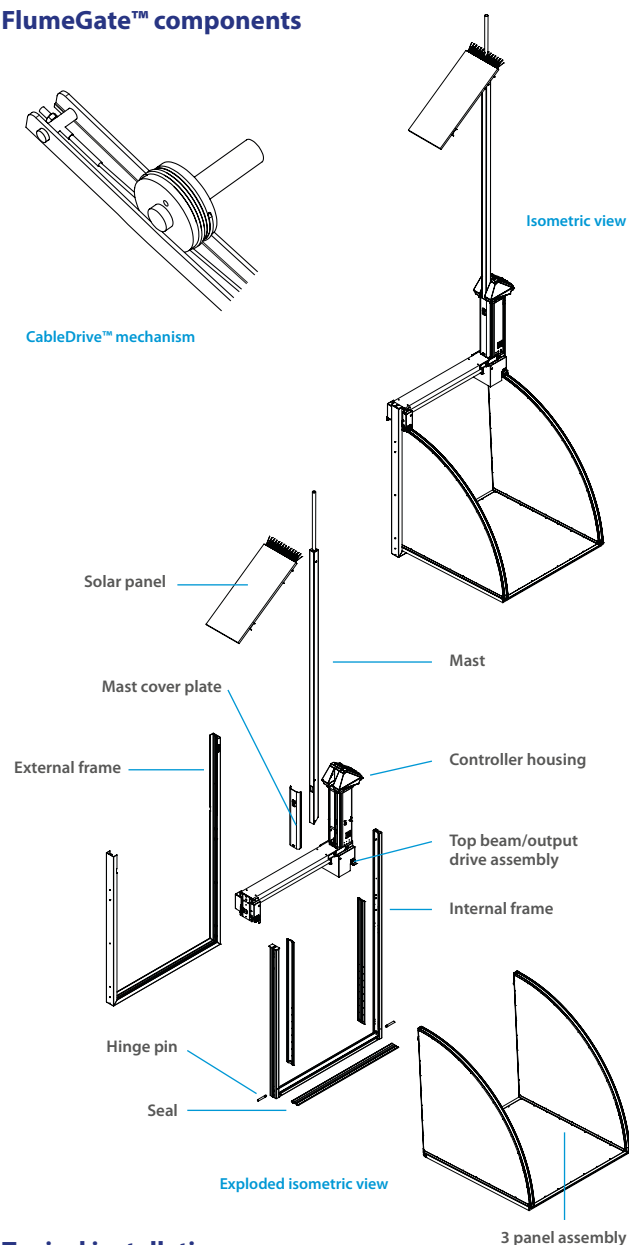


## Sensor location

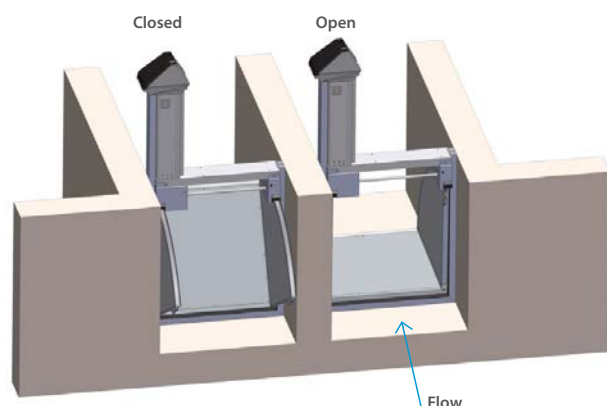




## FlumeGate™ components



## Typical installation



## FlumeGate™ specifications

General	
User interface	LCD screen
Data interface	RS232/485, USB, Ethernet, Protocols – DNP3, MDLC, Modbus, TCP/IP, others
Local interface language	English, Spanish, French, Chinese and Italian (metric/imperial units)
Data tags	A comprehensive set of tags are available for integration into SCADA systems
Data storage	Historical data can be uploaded locally via USB for post processing.
Control	Local or remote via SCADA
Drive mechanism	CableDrive™ stainless-steel wire rope and cable drum assembly for precision positioning and long life
Electronics	SolarDrive™ power management and control technology housed in the local Control Pedestal. Each unit passes a 12hr heat soak pre-stress and 100% functional test.
Gate actuation	12V DC motor with 256 count magnetic encoder; with mechanical and electrical override provisions
Power supply options	12V DC powered (solar); 120V AC powered
Seal performance	Less than 0.1 gallons/minute/foot of seal (exceeds AWWA C513)
Flow measurement	
Technique	Flow rate calculated from measurements of upstream water level, downstream water level and gate position, using data-derived flow measurement algorithm.
Measurement rate	10 seconds
Accuracy	±2.5%. <sup>2</sup> Accuracy of FG-M-626-620 model verified by Manly Hydraulics Laboratory, August 2005.
Calibration method	Factory pre-calibrated and internal self-calibrating sensors. Simple in-field verification process.
Water level measurement	
Technique	Ultrasonic
Accuracy	0.02in (0.5mm)
Resolution	0.004in (0.1mm)
Material	
Frames	Extruded marine grade aluminum
FormiPanel™	Rubicon's marine grade aluminum composite laminate gate panel
Corrosion protection	Marine grade aluminum and stainless steel materials designed for typical irrigation water applications. A polyamine-cured epoxy coating is available for additional protection against chemical corrosion. <sup>3</sup> Please consult you Rubicon sales engineer.
Hardware and shafts	Stainless steel
Seals	EDPM rubber
Hinge	Duplex stainless steel
Water level sensors	Anodized marine grade aluminum and copolymer acetyl plastic with stainless steel fittings
Standards	All materials compliant with relevant US standards
Power	
Power supply	12V DC self-contained battery charged from solar panel or AC line power
Batteries	Sealed gel lead acid with temperature sensor (~5yr life, provides ~5 days of operation without solar or AC line power) or optional lithium LiFePO4

Specifications subject to change.



## Dimensions and operating ranges

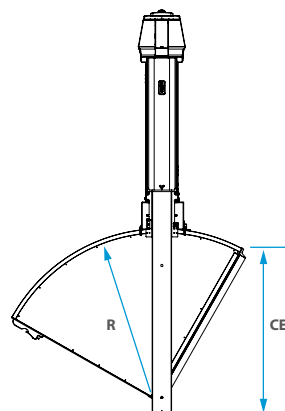
Model	Frame width	Weight	OE	CE, HUmax	$\Delta H_{min}$	$Q_F$	$Q_S$	$Q_{S\Delta H_{min}}$
Metric	Imperial	in	lb	in	in	cfs	cfs	cfs
FGB-0626-0674	FGB-2½-2.3	29.9	220	4.9	28.1	1.6	18	12
FGB-0626-0866	FGB-2½-2.9		254	5.3	34.6	1.6	25	16
FGB-0626-1077	FGB-2½-3.4		353	6.3	40.7	1.9	30	19
FGB-0626-1273	FGB-2½-4.0		408	6.5	48.4	2.3	43	27
FGB-0760-0866	FGB-3-2.9	35.2	265	5.3	34.6	1.6	31	20
FGB-0760-1077	FGB-3-3.4		375	6.3	40.7	1.9	38	24
FGB-0760-1273	FGB-3-4.0		430	6.5	48.4	2.3	54	34
FGB-1050-0674	FGB-4-2.3		254	4.9	28.1	1.6	31	21
FGB-1050-0866	FGB-4-2.9	46.6	342	5.3	34.6	1.6	42	27
FGB-1050-1077	FGB-4-3.4		408	6.3	40.7	1.9	54	35
FGB-1050-1273	FGB-4-4.0		496	6.5	48.4	2.3	78	49
FGB-1050-1437	FGB-4-4.5		551	7.5	54.5	2.6	92	59
FGB-1050-1587	FGB-4-5.0	51.7	694	7.9	60.4	3.0	107	68
FGB-1050-1804	FGB-4-5.5		772	7.7	67.7	3.4	127	81
FGB-1180-0866	FGB-4½-2.9		364	5.3	34.6	1.6	48	31
FGB-1180-1077	FGB-4½-3.4		419	6.3	40.7	1.9	62	39
FGB-1180-1273	FGB-4½-4.0	59.2	507	6.5	48.4	2.3	88	56
FGB-1180-1437	FGB-4½-4.5		562	7.5	54.5	2.6	105	67
FGB-1180-1587	FGB-4½-5.0		717	7.9	60.4	3.0	122	78
FGB-1180-1804	FGB-4½-5.5		805	7.7	67.7	3.4	144	92
FGB-1370-0674	FGB-5-2.3	63.7	320	4.9	28.1	1.6	40	27
FGB-1370-0866	FGB-5-2.9		386	5.3	34.6	1.6	56	36
FGB-1370-1077	FGB-5-3.4		441	6.3	40.7	1.9	72	46
FGB-1370-1273	FGB-5-4.0		529	6.5	48.4	2.3	104	66
FGB-1370-1437	FGB-5-4.5	71.2	595	7.5	54.5	2.6	123	78
FGB-1370-1587	FGB-5-5.0		739	7.9	60.4	3.0	144	92
FGB-1370-1804	FGB-5-5.5		827	7.7	67.7	3.4	170	109
FGB-1485-0620	FGB-5½-2.0		287	4.1	24.2	1.6	38	26
FGB-1485-1077	FGB-5½-3.4	75.7	452	6.3	40.7	1.9	79	50
FGB-1485-1273	FGB-5½-4.0		551	6.5	48.4	2.3	113	72
FGB-1485-1437	FGB-5½-4.5		705	7.5	54.5	2.6	132	84
FGB-1485-1587	FGB-5½-5.0		761	7.9	60.4	3.0	157	100
FGB-1485-1804	FGB-5½-5.5	83.2	849	7.7	67.7	3.4	185	119
FGB-1675-0674	FGB-6-2.3		353	4.9	28.1	1.6	50	33
FGB-1675-0866	FGB-6-2.9		419	5.3	34.6	1.6	70	45
FGB-1675-1077	FGB-6-3.4		507	6.3	40.7	1.9	90	57
FGB-1675-1273	FGB-6-4.0		573	6.5	48.4	2.3	128	82
FGB-1675-1437	FGB-6-4.5	94.6	728	7.5	54.5	2.6	150	96
FGB-1675-1587	FGB-6-5.0		794	7.9	60.4	3.0	178	114
FGB-1675-1804	FGB-6-5.5		882	7.7	67.7	3.4	211	135
FGB-1675-2186	FGB-6-7.2		1598	13.4	86.6	4.1	270	173
FGB-1675-3038	FGB-6-9.5	118.9	2646	18.7	114.6	5.6	390	250
FGB-1790-1077	FGB-6½-3.4		529	6.3	40.7	1.9	96	62
FGB-1790-1587	FGB-6½-5.0		805	7.9	60.4	3.0	191	122
FGB-1790-2186	FGB-6½-7.2		1631	13.4	86.6	4.1	291	186
FGB-1980-3038	FGB-7-9.5	94.6	3197	18.7	114.6	5.6	476	305
FGB-2268-1587	FGB-8-5.0		1543	10.2	60.4	3.0	223	144
FGB-2268-2186	FGB-8-7.2		1720	13.4	86.6	4.1	377	241
FGB-2268-3038	FGB-8-9.5		3086	18.7	114.6	5.6	557	357
FGB-2886-1587	FGB-10-5.0		1653	10.2	60.4	3.0	289	186

The dimensions above are for reference purposes only and may change over time. Contact Rubicon for complete dimensions and flow rating tables. Consultation with a Rubicon sales engineer is recommended prior to gate sizing. Weights are approximate.

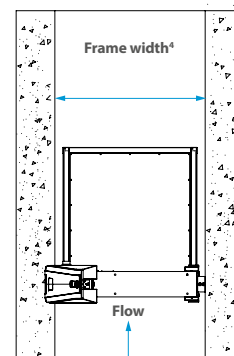
\* The  $\Delta H_{min}$  value for this model FlumeGate is higher than the 3in specified in the  $Q_S$  calculation, please refer to the  $Q_{S\Delta H_{min}}$  value.

<sup>3</sup> Painted polyamine-cured epoxy coating is available for protection against chemical corrosion. This option is denoted by a -P added to the model numbers when ordering e.g. FGB-2268-2186-P

## Side and plan views

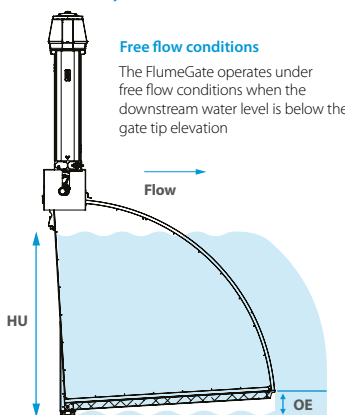


Side view – fully closed



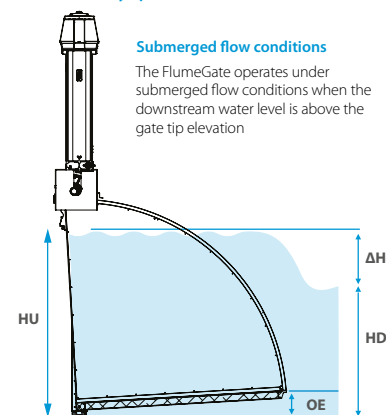
Plan view – fully open

\* Approximately 0.5in clearance is required at each side of the frame for fitment



### Free flow conditions

The FlumeGate operates under free flow conditions when the downstream water level is below the gate tip elevation



### Submerged flow conditions

The FlumeGate operates under submerged flow conditions when the downstream water level is above the gate tip elevation

### Frame width

Width of the FlumeGate's external frame

### R

FlumeGate radius as specified in model number (i.e. FGB-xxxx-RADIUS)

### CE

Fully closed gate elevation (checking height)

### OE

Fully open gate elevation

### HU

Upstream water level

### HD

Downstream water level

### $\Delta H$

Head loss across the gate (HU-HD)

### $\Delta H_{min}$

Minimum head loss required to maintain flow measurement accuracy

### Freeboard

Distance between checking height and upstream water level (CE-HU)

### HUmax

Maximum upstream water level, specified equal to checking height (HUmax = CE)

### $Q_F$

Flow rate at free-flow conditions with gate fully open (HU = CE rounded down to nearest 3in, HD = 0)<sup>5</sup>

### $Q_S$

Flow rate at submerged flow conditions with gate fully open (HU = CE rounded down to nearest 3in, HD = HU - 3in)<sup>5</sup>

### $Q_{S\Delta H_{min}}$

Flow at minimum head loss conditions with gate fully open (HU = CE rounded down to the nearest 3in, HD = HU -  $\Delta H_{min}$ )<sup>5</sup>

<sup>5</sup> Common practice is to design the FlumeGate with freeboard, consistent with district design policies. Refer to Rubicon's flow rating tables for the gate flow capacity across the range of upstream and downstream water levels. Please consult a Rubicon sales engineer for flow rating tables and additional sizing and selection support.

## About Rubicon Water

Rubicon Water delivers advanced technology that optimizes gravity-fed irrigation, providing unprecedented levels of operational efficiency and control, increasing water availability and improving farmers' lives. Founded in 1995, Rubicon has more than 35,000 gates and meters installed in TCC systems in 17 countries.

## Overview

The SlipMeter is a breakthrough all-in-one gate and meter for farm turnouts and canal offtakes. Now it's less labor intensive to provide irrigators with a reliable, flexible and accurate water delivery service.

You can remotely pre-set the SlipMeter to automatically deliver a constant and accurately measured flow rate and volume. This means you can provide a great service day or night, even when supply canal levels are fluctuating.

And the all-in-one design means everything – drive system, motor control, ultrasonic measurement, power supply, local control keypad and telemetry – functions as a single unit, avoiding installation problems or incompatibilities.

The SlipMeter's ability to measure accurately at high and very low flow rates means it is suitable for all crop types. And the extremely low head loss means that command is not compromised even when very little head is available.

It has been designed to be installed in existing structures without costly civil work, by simply sliding into a frame that is fixed to the existing structure.

The built-in software provides the following control possibilities:

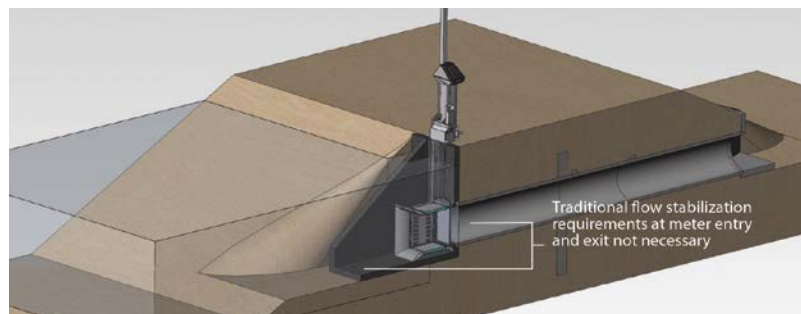
Control objective		Gate action
Local site	Position	Moves to a desired set-point and stays there
	Flow	Maintains a constant flow regardless of upstream or downstream levels
	Upstream water level	Maintains a desired level in the pool immediately upstream
Network <sup>1</sup>	Supply	Changes the flow to match the flow supplied from the network above the gate while maintaining a stable upstream water level
	Demand	Changes the flow to match measured outflow from the network below the pool while maintaining a stable downstream water level

<sup>1</sup> Networked control is available when used with other Rubicon gates and NeuroFlo™ software.

## A TCC™ product

The SlipMeter is one of the products making up a modular family of precision hardware and software called TCC (Total Channel Control™). TCC is an advanced technology set designed to improve the management and productivity of water in open canal and gravity pipeline distribution. TCC products can interact and work together to help managers improve:

- water availability
- service and equity to users
- management and control
- canal operator safety



## Features

- Sonaray™ flow measurement accuracy of  $\pm 2.5\%$ <sup>2</sup>
- Exceeds California SBx7-7 requirements
- Solar-charged battery system or AC line power
- SCADA ready communication system – can be integrated to many SCADA platforms
- Partially-full measurement when fitted with MicronLevel™ sensor

## An ideal solution for...

- Measuring and controlling flow in farm turnouts
- Canal-to-pipe applications
- Automation of canal regulators
- Automation of canal offtakes
- Lowering civil costs because there is no need to stabilize flow at entry and exit
- Turnouts requiring very low head loss and/or high accuracy



# SlipMeter™

## Control Pedestal

Each SlipMeter installation includes a robust pedestal that provides power and control to the gate and is a secure, weatherproof housing for electronic components and batteries.

The pedestal also serves as a local user interface. A keypad and LCD display are located under the lockable lid, allowing authorized users to monitor, or operators to control and troubleshoot on-site.

## Partially-full measurement

With a MicronLevel ultrasonic water level sensor fitted, the SlipMeter provides accurate flow measurement even when the measurement box is not completely full.

The sensor is unaffected by surrounding objects, debris, foam, silt or other contaminants and it self-calibrates on every reading to eliminate drift in speed of sound variations due to changes in temperature or humidity.

## Gate control technology

CableDrive™ is Rubicon's actuation system designed to provide precision gate position accuracy and repeatability in harsh environments. The drive is a wire-rope (cable) and drum mechanism that provides positive drive in both the raise and lower directions. It is designed for high duty cycle operation and provides precise gate positioning to within  $\pm 0.02$ in (0.5mm). The drive is managed by Rubicon's SolarDrive™ technology – a purpose built integrated circuit board that manages gate positioning, solar power regulation, battery charge, fusing and the pedestal user interface.

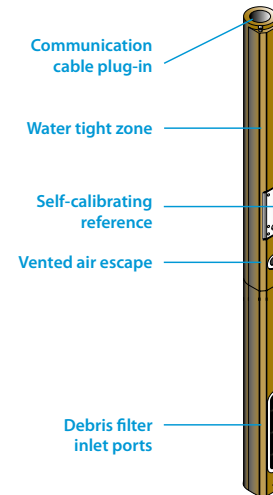
## Low maintenance

The SlipMeter's modular design allows it to be maintained in the field with minimal tools, training, and easily replaceable parts.

- Level sensors are easily removed during in-field servicing
- Seals can be replaced
- On-site diagnostics built into the software
- Service can be done by local Rubicon field technicians or authorized/trained independent local integrators



Local User Interface



MicronLevel™ sensor detail



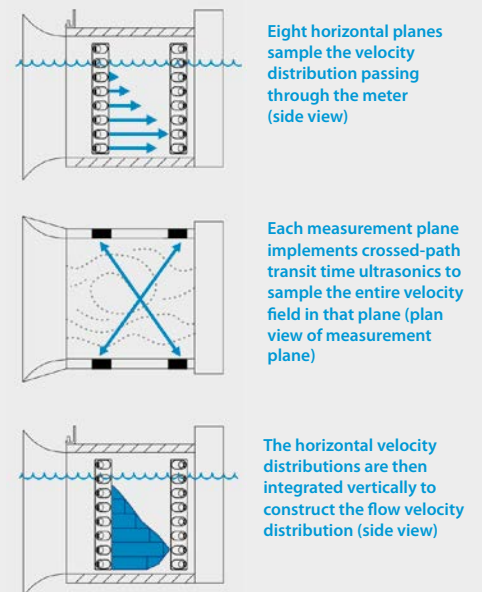
SCADAConnect™ Software

## Sonaray™ flow measurement technology

Rubicon's SlipMeter employs Sonaray ultrasonic array technology. The ultrasonic array principle maps the velocity profile by using multiple transecting paths to provide an accurate representation of the velocity distribution within the meter box.

This technique measures across the entire velocity field within the meter box and is resistant to swirl, or other non-uniform velocity distributions caused by garbage or other debris.

It also eliminates the need for flow profile calibrations that are required for single-point, single-path and velocity-sample based metering technologies.



## SlipMeter™ components

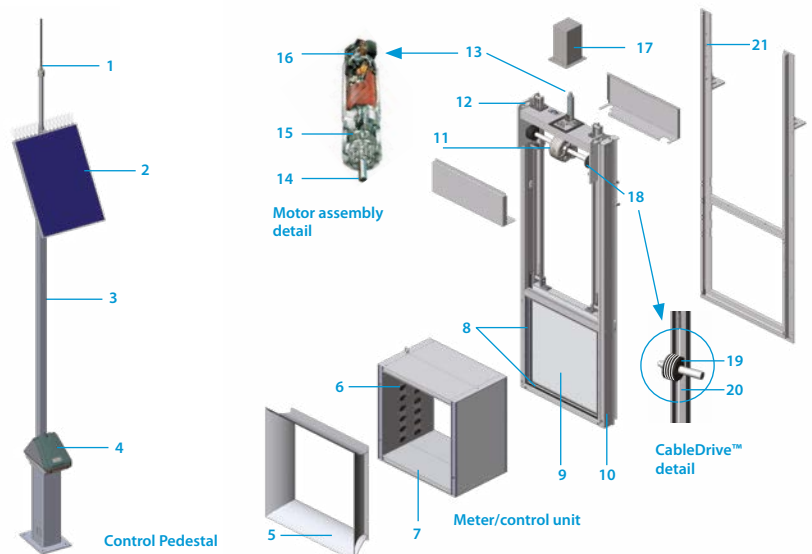
### Control Pedestal

- 1 Antenna
- 2 Solar panel
- 3 Hinged mast
- 4 Secure controller housing with LCD display

### Meter/control unit

- 5 Entry flare
- 6 Sonaray sensors
- 7 Meter box
- 8 Gate seals
- 9 Gate panel
- 10 Internal frame (houses optional level sensor)

- 11 Output drive assembly (gearbox)
- 12 Lifting hooks
- 13 Motor and encoder
- 14 Motor drive shaft
- 15 Planetary gearbox
- 16 Encoder
- 17 Motor cover
- 18 CableDrive assembly
- 19 Cable drum
- 20 Cable guide
- 21 External frame



## Easy to install

SlipMeters are designed to mount to existing headwall structures as well as purpose-built emplacements, significantly reducing costs associated with civil work.

- Installed and operational in two days during irrigation or off-season
- Factory calibrated and pre-configured

Remove existing manual gate and...



replace with SlipMeter



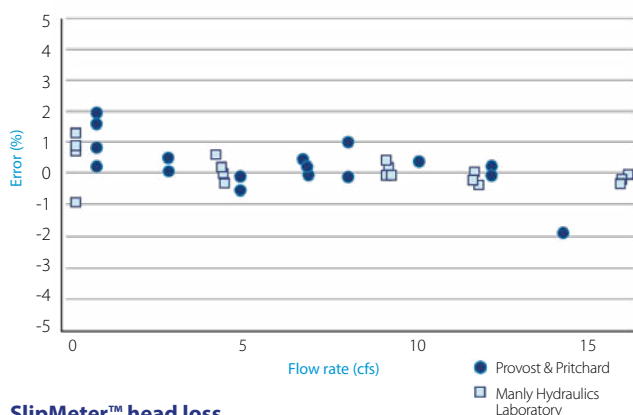
## Independently tested flow measurement accuracy

The SlipMeter's flow measurement accuracy has been independently verified under a wide range of conditions and has demonstrated compliance with California's SBx7-7 legislation.

- Provost & Pritchard engineers in California conducted in-situ testing in a customer turnout configuration under calm, turbulent, and extreme turbulent conditions
- Manly Hydraulics Laboratory in Sydney, Australia conducted laboratory tests under wave disturbance, upstream disturbance and submerged conditions

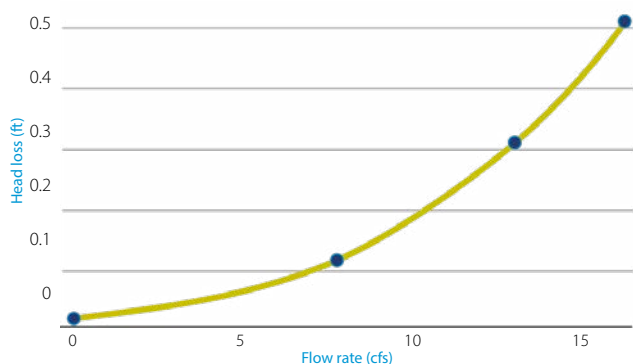
### SlipMeter™ measurement accuracy

(24in 45° path SlipMeter measured under normal operating conditions relative to ABB Magmaster)



### SlipMeter™ head loss

(24in 45° path SlipMeter measured at Manly Hydraulics Laboratory)



## SlipMeter™ specifications

General	
User interface	LCD screen
Data interface	RS232/485, USB, Ethernet, Protocols - DNP3, MDLC, Modbus, TCP/IP, others
Local interface language	English, Spanish, French, Chinese and Italian (metric/imperial units)
Data tags	A comprehensive set of tags are available for integration into SCADA systems
Data storage	Historical data can be uploaded locally via USB for post processing.
Control	Local or remote via SCADA
Electronics	SolarDrive™ power management and control technology housed in the local Control Pedestal. Each unit passes a 12hr heat pre-stress and 100% functional test.
Gate actuation	12V DC motor with 256 count magnetic encoder; with mechanical and electrical override provisions
Power supply options	12V DC powered (solar); 120V AC powered
Seal performance	<0.1 gallons/minute/foot of seal (exceeds AWWA C513)
Flow measurement	
Technique	Cross-path ultrasonic transit-time
Measurement resolution	100 picoseconds
Measurement rate	2.5 seconds
Accuracy	$\pm 2.5\%$ verified in Rubicon's hydraulics laboratory between flow ranges of 0.1cfs to 24cfs. In addition, the 24in 45° SlipMeter has been independently verified to be accurate to within 2.5% by Manly Hydraulics Laboratory, April 2011 and Provost & Pritchard, November 2011.
Measurement range	Accuracy listed above is achieved at flow velocities greater than 1.2 in per second for meters with a 45 degree path angle and greater than 3.25 in per second for meters with an 11.25 degree path angle. Maximum flow capacity is determined by site hydraulic conditions, but is typically greater than 6.5 ft/second. Consult your Rubicon sales engineer for details.
Sensor quantity	32 individual acoustic sensors, arranged in four cartridges, across 8 planes of measurement
Calibration method	Factory pre-calibrated. Optional ultrasonic level sensor is also internally self-calibrating. Simple in-field verification process.
Alarming	Meter alarms if water depth falls below minimum required level, when optional water level sensor is installed.
Water level measurement (optional)	
Technique	Ultrasonic
Accuracy	0.02in (0.5mm)
Resolution	0.004in (0.1mm)
Material	
Frames	Extruded marine grade aluminum
FormiPanel™	Rubicon's Marine grade aluminum composite laminate gate panel
Corrosion protection	Marine-grade aluminum and stainless steel materials designed for typical irrigation water applications. Additional chemical corrosion protection is available for -P models, which are provided with a polyamine-cured epoxy coating <sup>2</sup> . Please consult your Rubicon sales engineer.
Hardware and shafts	Stainless steel
Seals	EDPM rubber
Wear strip	PVC
Pressure rating	9.8ft differential pressure or specified checking height (whichever is greater)
Water level sensor	Anodized marine grade aluminum and copolymer acetyl plastic with stainless-steel fittings
Power	
Power supply	12V DC self-contained battery charged from solar panel or AC line power
Batteries	Sealed gel lead acid with temperature sensor (~5yr life, provides ~5 days of operation without solar or AC line power) or optional lithium LiFePO4

Specifications subject to change



## Dimensions and operating ranges

Model <sup>4</sup>		A	B	C	D	E	F	G	Wgt.	Flow rate	
Metric	Imperial	in	in	in	in	in	in	in	lb	Min cfs	Max <sup>5</sup> cfs
SMB-450-1200-C	SMB-1½-4-C		47.24		65.87	85.55	49.21		366		
SMB-450-1500-C	SMB-1½-5-C		59.06		77.68	97.36	61.02		381		
SMB-450-1800-C	SMB-1½-6-C	17.72	70.87	28.03	94.46	116.14	76.77	37.20	421	0.6	14.3
SMB-450-2400-C	SMB-1½-8-C		94.49		120.08	139.76	100.39		452		
SMB-450-3000-C	SMB-1½-10-C		118.11		139.76	159.45	120.08		481		
SMB-600-1500-C	SMB-2-5-C		59.06		77.68	103.27	61.02	37.20	388	1.1	
SMB-600-1500	SMB-2-5							48.23	443	0.4	
SMB-600-1800-C	SMB-2-6-C		70.87		96.46	122.05	76.77	37.20	417	1.1	
SMB-600-1800	SMB-2-6	23.62		33.94				48.23	472	0.4	25.4
SMB-600-2400-C	SMB-2-8-C		94.49		120.08	145.67	100.39	37.20	459	1.1	
SMB-600-2400	SMB-2-8							48.23	514	0.4	
SMB-600-3000-C	SMB-2-10-C		118.11		139.76	165.35	120.08	37.20	487	1.1	
SMB-600-3000	SMB-2-10							48.23	542	0.4	
SMB-750-1800-C	SMB-2½-6-C		70.87		96.46	129.92	74.80	38.39	592	1.7	
SMB-750-1800	SMB-2½-6							60.63	702	0.6	
SMB-750-2400-C	SMB-2½-8-C	29.53	94.49	39.84	120.08	153.54	98.43	38.39	634	1.7	39.7
SMB-750-2400	SMB-2½-8							60.63	744	0.6	
SMB-750-3000-C	SMB-2½-10-C		118.11		139.76	173.23	120.08	38.39	685	1.7	
SMB-750-3000	SMB-2½-10							60.63	795	0.6	
SMB-900-1800-C	SMB-3-6-C		70.87		96.46	135.83	74.80	49.61	721	2.4	
SMB-900-1800	SMB-3-6							60.63	787	0.9	
SMB-900-2400-C	SMB-3-8-C	35.43	94.49	45.75	120.08	159.45	98.43	49.61	762	2.4	57.2
SMB-900-2400	SMB-3-8							60.63	828	0.9	
SMB-900-3000-C	SMB-3-10-C		118.11		139.76	179.13	120.08	49.61	812	2.4	
SMB-900-3000	SMB-3-10							60.63	879	0.9	
SMB-1050-2400-C	SMB-3½-8-C		94.49		127.95	173.23	104.33	49.61	885	3.3	
SMB-1050-2400	SMB-3½-8	41.34		51.65				71.65	1039	1.3	77.9
SMB-1050-3000-C	SMB-3½-10-C		118.11		147.64	192.91	124.02	49.61	936	3.3	
SMB-1050-3000	SMB-3½-10							71.65	1090	1.3	
SMB-1200-2400-C	SMB-4-8-C		94.49		127.95	179.13	104.33	49.61	970	4.3	
SMB-1200-2400	SMB-4-8	47.24		57.56				71.65	1135	1.6	101.7
SMB-1200-3000-C	SMB-4-10-C		118.11		147.64	198.82	124.02	49.61	1010	4.3	
SMB-1200-3000	SMB-4-10							71.65	1175	1.6	
SMB-1500-3000-C	SMB-5-10-C	59.06	118.11	69.37	155.51	219.09	133.86	60.83	1731	6.6	158.9
SMB-1500-4200-C	SMB-5-13½-C		165.35		187.01	250.59	165.35		1828	6.6	

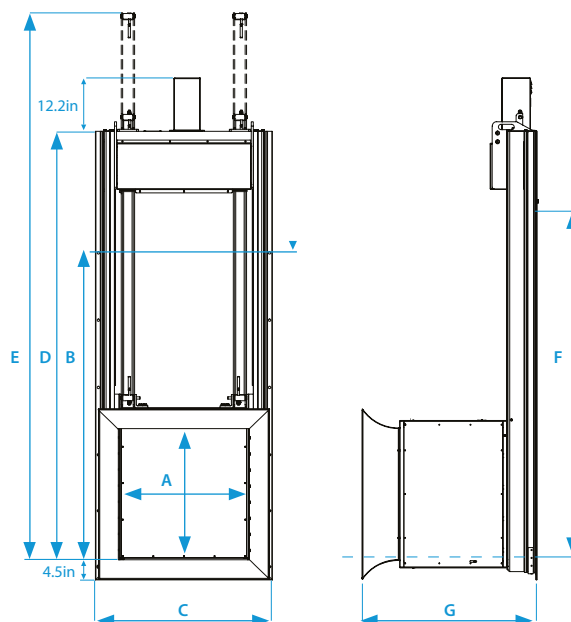
<sup>3</sup> Painted polyamine-cured epoxy coating is available for protection against chemical corrosion. This option is denoted by a -P added to the model numbers when ordering e.g. SMB-2-6-C-P.

<sup>4</sup> C denotes a compact SlipMeter with a smaller footprint that contains an 11.25" transducer arrangement for situations where space is limited. Compact SlipMeters have a marginally higher minimum flow rate in comparison to the standard SlipMeter, due to the configuration of the transducer paths.

<sup>5</sup> Contact your Rubicon Sales Engineer to discuss higher flow rate requirements. The maximum flow rate at which the measurement accuracy is within ±2.5% is subject to installation hydraulics.

Complete dimensions or additional sizes can be obtained by contacting Rubicon. Consultation with a Rubicon sales engineer is recommended prior to gate sizing. Weights are approximate.

## Front and side views

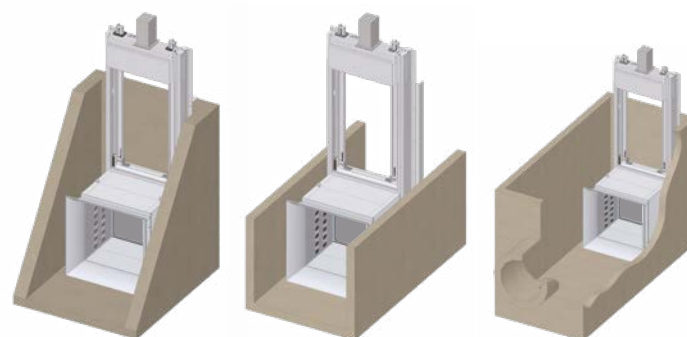


- A** Gate size
- B** Checking height
- C** Frame width
- D** Overall gate height<sup>6</sup>

- E** Fully open height<sup>6</sup>
- F** Maximum headwall height
- G** Box length

<sup>6</sup> Dimension D and E are measured from the elevation of the meter floor (invert). An additional 4.5in clearance is required between the invert and the base of the headwall to accommodate the SlipMeter installation requirements.

## Mounting options



Headwall

Sidewalls

Control box

## About Rubicon Water

Rubicon Water delivers advanced technology that optimizes gravity-fed irrigation, providing unprecedented levels of operational efficiency and control, increasing water availability and improving farmers' lives.

Founded in 1995, Rubicon has more than 35,000 gates and meters installed in TCC systems in 17 countries.

## Remote Gate Monitoring and Control

SCADAConnect Live is the cloud-based version of Rubicon's SCADAConnect remote monitoring and control solution. It's ideal for users migrating from manually-managed operations to remote monitoring and control. Low upfront costs, easy set-up and subscription billing means that this high-performance SCADA solution is cost-effective even for smaller irrigation districts.

### Features



#### Securely monitor and control your gates remotely

A truly mobile solution that doesn't tie you to a control room. Industry-standard security ensures your data and devices are secure. No need to physically visit a site to observe gate operation. You can adjust any of the control parameters for the gate-flow, level, position from any web-enabled device.



#### Set water schedules and flows

SCADAConnect Live provides the capability of setting water schedules and flows straight from your web-enabled device.



#### Graphing and trending tools

Convert each site's stored data into readily accessible information, enabling you to view historical performance at a glance.



#### Scalable infrastructure

SCADAConnect Live can be integrated into a full-scale server-based SCADA system in the future should your SCADA needs grow.



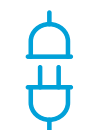
#### Remote troubleshooting

SCADAConnect Live introduces a feature for instant remote access by Rubicon Support for troubleshooting and assistance should the need arise.



#### Easy data analysis

Data including flow rates, gate position, water levels and more can be easily downloaded to a .CSV file and imported into a spreadsheet program.



#### "Plug and play"

SCADAConnect Live is easy to use and avoids the need for complicated integration. It works seamlessly with Rubicon's gate and meter products out-of-the-box and can also be configured to manage third party devices.



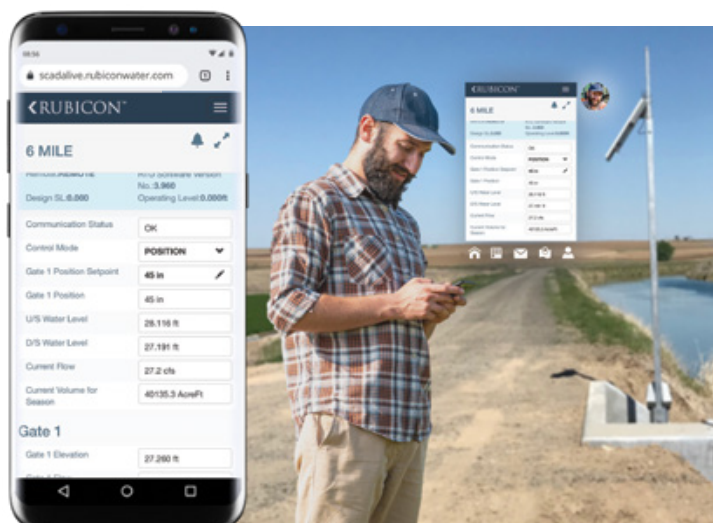
#### Set alerts designed with irrigation districts in mind

Real-time performance monitoring and SMS (text) or email alerts let you know if there are any issues so you can take action before problems occur. Should a storm or other event arise, adjustments can be made from afar – no need to go to the site to make adjustments.



### What can SCADAConnect Live do for your district?

- Remote **monitoring** of gates and meters
- Remote **control** of gates and meters
- SCADA **automation** at a low entry cost
- **Secure** operations, data capture, exporting and reporting



“ SCADAConnect Live is very beneficial to our District and canal riders. It enables us to remotely operate our canal system, which is very crucial in extreme weather events. It also helps us save money on fuel and wear and tear on our vehicles. ”

Troy Allen, Delta Lake Irrigation District – Edcouch, TX



# Memorandum

**To:** MRGCD Chair Russo Baca and Board of Directors  
Jason Casuga, CEO/CE  
Pam Fanelli, CFO

**From:** Richard DeLoia, Chief Procurement Officer *RD*

**Date:** July 3, 2024

**Re:** Belen Highline Canal Overflow Structures Study

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MRGCD staff is requesting approval of the Belen Highline Canal Overflow Structures Study Task No 12. The total cost is \$91,960.32 including New Mexico Gross Receipts Tax at 7.6250%. This contract will be awarded to Bohannon Huston Inc., through the MRGCD On-Call Engineering Contracts obtained through RFP process.

VENDOR	GRAND TOTAL
Bohannon Huston Inc.	\$91,960.32 w/ NMGRT

July 2, 2024

Jason Casuga  
Middle Rio Grande Conservancy District  
1931 2<sup>nd</sup> Street SW  
Albuquerque, NM 87102

Re: Task No. 12: Belen Highline Canal (BHLC) Overflow Structures Study

Dear Jason:

Per recent discussions, Bohannon Huston, Inc. (BHI) is pleased to provide this proposal for the BHLC Overflow Structures Study as Task No. 12 under our On-Call Professional Engineering Services Contract (effective July 1, 2023). BHI will provide services as described in the attached scope of work, Exhibit A. Our fees for these services are detailed in Exhibit B, which is also enclosed. Work will be completed for a lump sum of \$85,445.13, plus applicable gross receipts tax. BHI's hourly rates are in accordance with our On-Call Professional Engineering Services Contract.

If you have any questions, please do not hesitate to contact me at 505-823-1000.

Sincerely,



Craig W. Hoover, PE  
Senior Vice President  
Water Resources

CWH/ab  
Enclosures



**EXHIBIT A**  
**GENERAL SCOPE OF WORK**  
**ON-CALL TASK NO. 12 – BHLC OVERFLOW STRUCTURES STUDY PHASE**  
**JULY 02, 2024**  
**PAGE 1 OF 4**

**Introduction**

The purpose of this Task Order is to provide surveying and engineering services related to the Belen Highline Canal (BHLC) in support of the future design of the overflow structures adjacent to the 4 Daughters Farm in Valencia County, New Mexico. This task order is for the study phase, which consists of the survey data collection and hydraulic modeling to establish the overflow locations and basin footprints along with design survey for the first overflow structure. The overflow structures are assumed to be constructed using shotcrete and will be designed to pass the 100-year storm event for the upland arroyo impacting the BHLC at each of the three locations. New hydrology is not included in this scope of work. The design phase will be included later as part of a separate task order. The study phase scope of work includes the following:

**A. Project Initiation and Coordination**

- Conduct a project kickoff meeting with MRGCD (virtual).
- Develop project work plan/schedule and conduct an internal project kickoff meeting.
- Coordination with MRGCD, 4 Daughters Farm, and Respec.
- Conduct monthly progress meetings with MRGCD. (2 meetings assumed)

**B. Data Gathering, Site Investigation, and Field Survey**

- Gather and review available data.
- Conduct a joint site investigation with MRGCD staff.
- Provide field design survey for the first overflow location and compile survey data with previous survey data and survey data to be provided by MRGCD. This includes the following:

**1. NM811 Coordination**

Three days prior to the scheduled field survey, a BHI survey technician will mark the survey limits with a combination of white spray paint, lath, and white flagging tape. These markings are to be used as a guide for utility owners to show where we need their underground facilities marked. A Design Locate Request will then be submitted with NM811.

**2. Field Survey**

A topographic survey will be conducted for the area as shown in Attachment A. Enough data will be collected to support a one-foot contour interval. All planimetric and topographic features within the survey limits as shown will be mapped during the survey, including, but not limited to: grade breaks, drainage structures, fences, curb/gutter, edge of pavement/concrete, visible utility features, and paint marks left by utility owners which designate underground facilities. Manhole invert depths and pipe sizes will be recorded for any sanitary or storm drain manhole within the survey limits if the survey crew is able to open the manhole cover safely. No manholes will be opened within roadways which require traffic control to open.

**EXHIBIT A**  
**GENERAL SCOPE OF WORK**  
**ON-CALL TASK NO. 12 – BHLC OVERFLOW STRUCTURES STUDY PHASE**  
**JULY 02, 2024**  
**PAGE 2 OF 4**

**3. Survey Data Compilation**

BHI will obtain survey data from the MRGCD, including centerline of the east maintenance road alignment and profile and the east and west top of bank alignment and profile. BHI's survey group will merge this data with BHI's survey data from the BHLC Stormwater Management project and with topographic survey for the first overflow structure obtained as part of this task order.

**Survey Deliverables:**

- Control Report certified by a New Mexico Professional Land Surveyor describing the survey control set onsite, including field methodology, coordinate system parameters, and datums used with a datasheet for each monument.
- Civil 3D 2023 files including a 2D and 3D planimetric files and a surface file using BH NCS Standards
- Topographic Map certified by a New Mexico Professional Land Surveyor, plotted at a scale suitable to fit 24"x36" sheet(s).

**Survey Assumptions:**

- Specific items of service not in this proposal include, but are not limited to, the following: construction staking, subdivision platting, ROW mapping, or preparation of legal descriptions for easements.
- BHI field personnel will only survey properties that are readily and safely accessible. Gated and fenced properties with no persons on site will not be entered without right-of-entry permission from property owners.
- Any additional work requested by MRGCD in addition to those tasks identified above will be invoiced on a time & materials basis upon written request and approval from the client.
- Underground utilities within the survey area are to be marked by the facility owners, initiated by BHI's Design Locate Request with NM811. BHI will not be responsible for any deficiencies or lack of responses from the facility owners.
- It is assumed that by acceptance of this task order, BHI is granted access to the project site. Coordination with parcels adjoining the BHLC will be provided by MRGCD.

**C. Hydraulic Analysis**

This work includes hydraulic calculations to size the proposed overflow structures and develop conceptual (20%) layout for the overflow structures. This task will consist of the following work elements and potential plan sheets:

- Obtain and review MRGCD typical design cross sections for planned dredging of the canal by MRGCD crews.

**EXHIBIT A**  
**GENERAL SCOPE OF WORK**  
**ON-CALL TASK NO. 12 – BHLC OVERFLOW STRUCTURES STUDY PHASE**  
**JULY 02, 2024**  
**PAGE 3 OF 4**

- Develop a dynamic Stormwater Management Model (SWMM) of the BHLC from the I-25 crossing on the north (approximately canal station 1130+00) to Feeder 3 on the south (approximately canal station 1387+00) for a total length of approximately 25,700 linear feet). The SWMM hydraulic model will be based upon the survey profile data and dredging cross sections from the MRGCD. Inflow hydrographs for the model will be based on the HEC HMS hydrologic modeling from the BHLC Stormwater Management project. SWMM will be used to account for attenuation of flows within the BHLC. A baseflow irrigation flow rate of 20 cfs will be used for all the model runs.
- Run and debug SWMM hydraulic model.
- Establish initial size (length of side channel overflow weir) for the first overflow structure based on discussions with MRGCD regarding target design, flow rate, and weir equation calculations. The weir depth is assumed to be 1' based on conversations with MRGCD staff.
- Add the first overflow structure (weir) to the SWMM hydraulic model and evaluate spill flow rate. Add additional overflow weirs (up to 3 total) at strategic locations based on downstream culverts at I-25 and as agreed upon by MRGCD and if appropriate, the 4 Daughters Farm. Additional overflow weirs will be added to develop an overall canal and overflow spillway configuration that is able to convey and spill the 100-year inflow and irrigation base flow without overtopping the canal. Overflow spill will be limited to the proposed overflow structures. Refine overflow spillway lengths as necessary to meet this criterion. Include conceptual stage storage for one potential detention/sediment pond west of the BHLC at the location of the first overflow structure.
- Hydraulic evaluation of overflow energy dissipation structure and downstream stilling bason/apron.

**D. Conceptual Design**

Using the resultant hydraulic configuration develop a conceptual layout for the first overflow structure to include the following:

- Establish canal lining limits in the vicinity of the overflow structure. It is assumed that the full canal section will be lined from the west bank to the east bank, and the canal lining will be tied into the proposed overflow weir.
- Establish the overflow energy dissipation structure layout to convey the overflow down the east canal embankment to the 4 Daughters Farm. A Bureau of Reclamation Type IX Energy Dissipator is assumed.
- Evaluate scour and develop conceptual scour countermeasures at the downstream end of the energy dissipator.
- Develop concept sketches showing the canal lining, overflow weir, energy dissipator, and scour countermeasures. Sketches will include a dimensioned plan view layout and cross sections.
- Review the overflow structure conceptual design with MRGCD staff.

**EXHIBIT A**  
**GENERAL SCOPE OF WORK**  
**ON-CALL TASK NO. 12 – BHLC OVERFLOW STRUCTURES STUDY PHASE**  
**JULY 02, 2024**  
**PAGE 4 OF 4**

**E. Engineer's Opinion of Probable Construction Cost (EOPCC)**

- Develop a conceptual level cost estimate for the first overflow structure.
- Extrapolate this cost to the other overflow structures based on the structure lengths as determined in Task C.
- Develop a conceptual level total project EOPCC.

**ASSUMPTIONS:**

1. Permit fees and any other associated fees will be paid by the MRGCD and are not included.
2. Preparation of easement and/or ROW acquisition documents are not included.
3. Environmental services, including, but not limited to, cultural and biological surveys, and Clean Water Act Section 401 and Section 404 permitting is are not included.
4. Final Design is not included.
5. Construction Inspection is not included.
6. Structural engineering is not included in the conceptual design.

**DELIVERABLES:**

1. SWMM model for the BHLC with proposed overflow structures and one potential pond west of the BHLC at the location of the first overflow structure.
2. Conceptual design sketches for first overflow structure.
3. EOPCC for the first overflow structure.
4. Extrapolated EOPCC for the other overflow structures.



# ATTACHMENT A

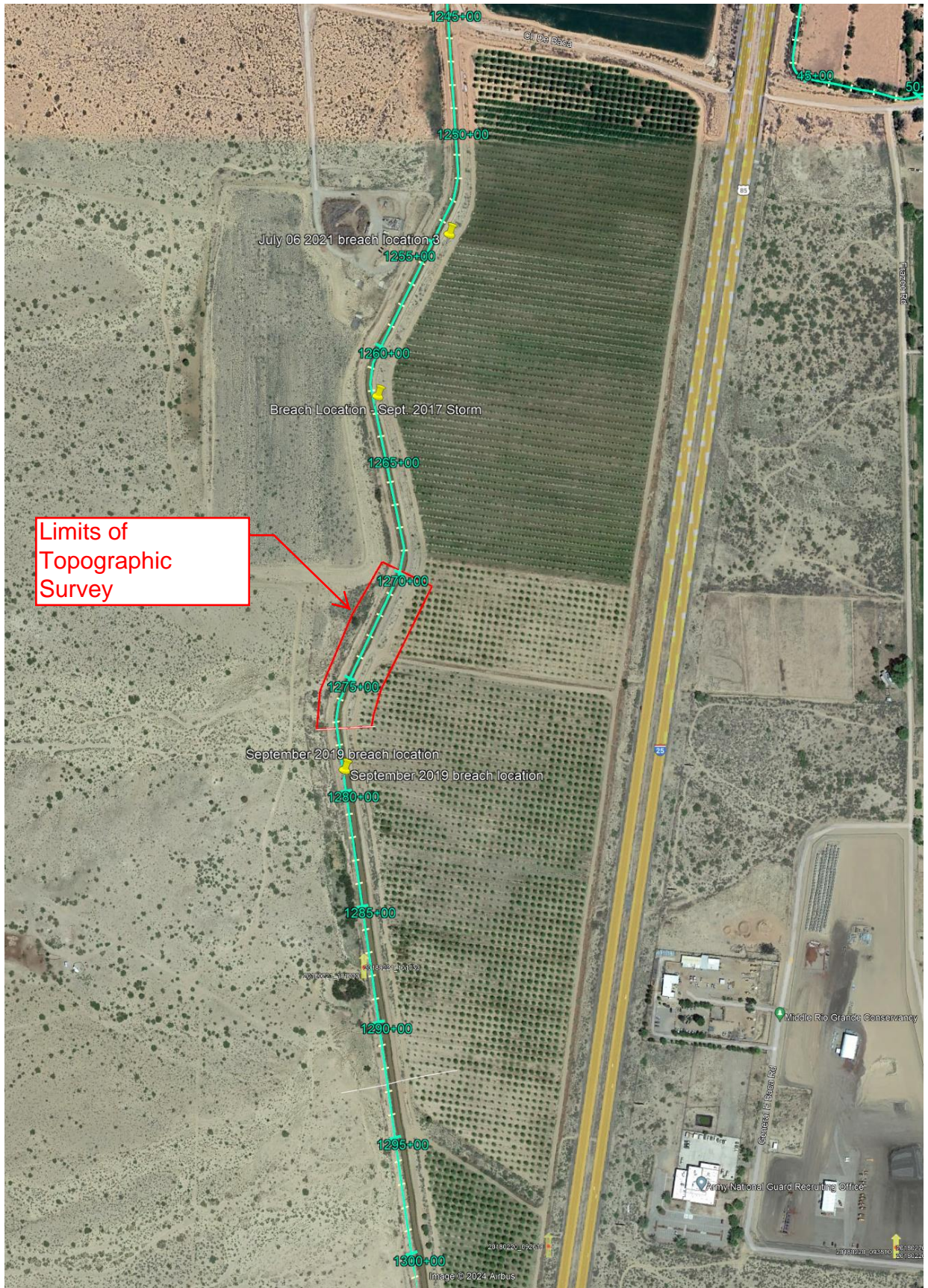




EXHIBIT B

MRGCD Task No. 12 - BHLC Overflow Structures Study 7/2/2024														
			Engr. 7 Hours	Engr. 6 Hours	Engr. 6 Hours Senior Hydraulic Engr.	Engr. 4 Hours	Engr. 2 Hours	Tech. Specialist 6 Hours	Admin. Prof. 6 Hours	Total Hours	Fixed Costs	Survey	Subconsultants	Total Cost
			PIC/PM \$268.00	QA/QC \$245.00		Engineer \$180.00	Engineer \$135.00	Production \$135.00						
		Fee Schedules Rates:							\$119.00					
A.	Project Initiation and Coordination													
	1	Conduct virtual project Kickoff meeting with MRGCD	2		1		2	1	1	7				\$1,305.00
	2	Develop project work plan/schedule and conduct internal kickoff meeting	8	1	1		2	1	1	14				\$3,158.00
	3	Coordination with MRGCD	16				4			20				\$4,828.00
	4	Coordination with 4 Daughters Farm and Respec	12				8			20				\$4,296.00
	5	Conduct virtual Progress meetings (2 assumed)	4				2		1	7				\$1,461.00
		TOTAL TASK A	42	1	2	0	18	2	3	68	\$ -	\$0.00	\$ -	\$ 15,048.00
B.	Data Gathering, Site Investigation, and Field Survey													
	1	Gather and review available data	2				4			6				\$1,076.00
	2	Conduct a joint site investigation with MRGCD staff	6				6			12				\$2,418.00
	3	Provide field design survey for the first overflow location and compile survey data with previous survey data and survey data to be provided by MRGCD	1				3		1	5		\$9,708.13		\$10,500.13
	4	Task management	1						1	2				\$387.00
		TOTAL TASK B	10	0	0	0	13	0	2	25	\$ -	\$9,708.13	\$ -	\$ 14,381.13
C.	Hydraulic Analysis													
	1	Obtain and review MRGCD typical design cross sections for planned dredging of the canal by MRGCD crews	2				2			4				\$806.00
	2	Develop a dynamic Stormwater Management Model (SWMM) of the BHLC from the I-25 crossing on the north to Feeder 3 on the south	1	14		12	40			67				\$11,258.00
	3	Run, debug and refine SWMM hydraulic model	2	4			12			18				\$3,136.00
	4	Establish initial size (length of side channel overflow weir) for the first overflow structure	1				2	1	1	5				\$792.00
	5	Add the first overflow structure (weir) to the SWMM hydraulic model and evaluate spill flow rate. Add additional overflow weirs (up to 3 total) at strategic locations based on downstream culverts at I-25 and as agreed upon by MRGCD. Refine spillway lengths to meet project criterion. Include conceptual stage storage for one potential detention/sediment pond west of the BHLC at the location of the first overflow structure.	2	18		12	60			92				\$15,206.00
	6	QA/QC	4	8						12				\$3,032.00
	7	Task management	6							6				\$1,608.00
		TOTAL TASK C	18	44	0	24	116	1	1	204	\$ -	\$0.00	\$ -	\$ 35,838.00
D.	Conceptual Design													
	1	Establish canal lining limits in the vicinity of the overflow structure	1				4			5				\$808.00
	2	Establish the overflow energy dissipation structure layout assume a (BOR Type IV structure configuration) to convey the overflow down the east canal embankment to the 4 Daughters Farm	2		2		12			16				\$2,646.00
	3	Evaluate scour and develop conceptual scour countermeasures at the downstream end of the energy dissipator	2		4		20			26				\$4,216.00
	4	Develop concept sketches showing the canal lining, overflow weir, energy dissipator and scour countermeasures	2		1		8	20		31				\$4,561.00
	5	Review the overflow structure conceptual design with MRGCD staff	2		2					4				\$1,026.00
	6	QA/QC	2	6						8				\$2,006.00
	7	Task management	4						1	5				\$1,191.00
		TOTAL TASK D	15	6	9	0	44	20	1	95	\$ -	\$0.00	\$ -	\$ 16,454.00
E.	EOPCC													
	1	Develop a conceptual level cost estimate for the first overflow structure	2				16			18				\$2,696.00
	2	Extrapolate this cost to the other overflow structures based on the structure lengths as determined in Task C					2			2				\$270.00
	3	QA/QC		2						2				\$490.00
	4	Task management	1							1				\$268.00
		TOTAL TASK E	3	2	0	0	18	0	0	23	\$ -	\$0.00	\$ -	\$ 3,724.00
		TOTAL	88	53	11	24	209	23	7	415	\$ -	\$ 9,708.13	\$ -	\$ 85,445.13
												NMGRT @ 7.6250%		\$6,515.19
											TOTAL FEE WITH NMGRT			\$ 91,960.32

## SITE HOSTING AGREEMENT

THIS SITE HOSTING AGREEMENT (this “**Agreement**”), dated \_\_\_\_\_, 2024 (the “**Effective Date**”), is entered into by and between Middle Rio Grande Conservancy District, a conservancy district organized and existing under the laws of the State of New Mexico (the “**District**”), having an address at 1931 2nd St SW, Albuquerque, NM 87102, and MRGCD Project 1, LLC, having an address at c/o Emrgy, Inc., 75 5th Street NW, Ste. 2210, Atlanta, GA 30308 (“**Emrgy**”). District and Emrgy may also be referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**”. In consideration of their mutual covenants herein, and for other good and valuable consideration, District and Emrgy agree as follows:

### COMMERCIAL TERMS

Development Term:	Three (3) years from the Effective Date.
Initial Operating Term:	From the Commercial Operation Date until thirty (30) years after the last day of the calendar month in which the Commercial Operation Date occurs.
Operating Term Payment:	15% of Gross Revenue.
Operation and Maintenance Payment	\$2,304 payment per year, with an annual escalation rate of 3%, subject to performance of the O&M activities described in Section 5.
Phased Development	The Parties shall negotiate project development scope and phasing in good faith to maximize the District’s power production, as well as contingencies required for each phase for the Initial Operating Term to commence, outlined in Exhibit C. Emrgy denotes the estimated total capacity of all projects included in the phased development in Exhibit D.
Notices to District:	Middle Rio Grande Conservancy District 1931 2nd St SW, Albuquerque, NM 87102 Attn: Telephone: (____) ____-____ Email:
Notices to Emrgy:	<b>MRGCD Project 1, LLC</b> c/o Emrgy, Inc. 75 5th Street NW, Ste. 2210 Atlanta, GA 30308 Attn: Lucas Harvey Telephone: (310) 895-4841 Email: <a href="mailto:lucas@emrgy.com">lucas@emrgy.com</a>

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## TERMS AND CONDITIONS

1. Definitions. Capitalized terms used in this Agreement and not otherwise defined will have the meanings defined in the above commercial terms or in Appendix 1.

2. Rights to Use the Site. District hereby grants and conveys to Emrgy, for the duration of the Term, the following non-exclusive easements:

(a) to construct, install, operate and maintain hydroelectric turbines, solar panels, inverters, transformers and related equipment (collectively, the “**Generating Equipment**”) in the locations (the “**Sites**”) depicted on Exhibit A;

(b) to use the flow of water through the portion of the Canals shown on Exhibit A to operate the Generating Equipment provided, however, that the use does not materially impede or impair the District’s conveyance and delivery of the water to its landowners;

(c) to access the Sites over the land shown on Exhibit A (the “**Property**”) and more particularly described on Exhibit A-1 for the purpose of constructing, installing, operating and maintaining the Generating Equipment and for the other purposes described in this Section 2;

(d) to inspect and survey the Sites and the Property, to evaluate the hydroelectric potential of the Sites, and to perform environmental, geotechnical, electrical interconnection and transmission studies and tests;

(e) to construct, install, operate and maintain overhead, surface and underground electrical distribution, collection, and transmission lines and telecommunications equipment in, on or over the areas designated on Exhibit A as “Transmission”; and

(f) to stage construction and temporarily store materials, tools and equipment for the construction and installation of the Generating Equipment, including parking vehicles and installing temporary crane pads, construction trailers and other temporary structures in the areas designated on Exhibit A as “Staging”.

The Generating Equipment and the other equipment installed by Emrgy at the Sites or on the Property are collectively referred to as the “**System**”. District acknowledges that the System may cause electromagnetic, audio, visual, view, light, noise, vibration, electrical, radio interference and other effects common to hydroelectric projects. District consents to the cause and generation of such effects and waives any claims related thereto, including any claim of nuisance or right to compensation except as provided in this Agreement. These potential effects will be evaluated by



Emrgy as part of the site selection process prior to any system deployment . Emrgy acknowledges and agrees that the easement rights granted it herein are at all times subordinate to District operations and functions, and that Emrgy's installation, operation, and maintenance of the System shall be performed in a manner that does not impair or adversely affect District operations or District canal integrity or function. Subject to the foregoing, in the event of a conflict between Emrgy's use of such easement rights and the District's operations, the Parties will cooperate in good faith to accommodate Emrgy's operations and use of the easement rights to the maximum extent reasonably possible.

3. Term. The term of this Agreement shall commence on the Effective Date and continue for the following periods (collectively, the "**Term**");

(a) This Agreement shall be for an initial term (the "**Development Term**") commencing on the Effective Date and continuing until the earlier of (i) the Commercial Operation Date, or (ii) the period specified above under "Commercial Terms" for the Development Term, during which Emrgy may conduct the inspections, studies, tests and surveys described above and construct and install the System; provided that, so long as it has not commenced construction of the System, Emrgy may elect, by written notice to District, to terminate the Agreement at any time prior to the third anniversary of the Effective Date. If the Commercial Operation Date has not occurred by the end of the period specified above under "Commercial Terms" for the Development Term, this Agreement will terminate on that date.

(b) Upon the occurrence of the Commercial Operation Date, the Term will be automatically extended for an additional period (the "**Initial Operating Term**"), commencing with the Commercial Operation Date through the date specified above under "Commercial Terms" for the Initial Operating Term.

(c) The Parties may, at their mutual agreement, extend the Term for a period of five (5) years for the First Extended Term from the end of the Initial Operating Term (the "**First Extended Term**") by agreeing in subsequent writings to extend at least one hundred twenty (120) days before the expiration of the Initial Operating Term.

(d) The Parties may, at their mutual agreement, extend the Term for a period of five (5) years for the Second Extended Term from the end of the First Extended Term (the "**Second Extended Term**") by agreeing in subsequent writing to extend at least one hundred twenty (120) days before the expiration of the First Extended Term.

(e) Emrgy will give District written notice of the occurrence of the Commercial Operation Date promptly after it has occurred. Upon District's request, Emrgy shall provide such additional information, certifications or documents as may be reasonably necessary to confirm occurrence of the Commercial Operation Date, as applicable.

4. Payments. As full consideration for the rights granted to Emrgy hereunder, Emrgy will pay District the Operating Term Payments and the Operation and Maintenance Payments, as applicable.

- (a) During the Operating Term and each Extended Term (if applicable), Emrgy will pay District the annual Operating Term Payment per the Commercial Terms at 15% of gross revenue from energy sales from the System. During the Operating Term, Emrgy will pay District the annual Operating Term Payment no later than 30 calendar days after the end of the irrigation season (Seasonal Period), calculated as follows:

OTP = ES x % where

OTP = the Operating Term Payment due for the year

ES = the gross revenue from energy sales from the System

% = the percentage rate for the Operating Term Payment

- (b) Emrgy will pay the District the Operation and Maintenance (O&M) payment of \$2,304 per year, with an annual escalation rate of 3%. Emrgy will pay District the annual O&M payment from the Commercial Terms no later than 30 calendar days after the end of irrigation season (Seasonal Period)

(c) Emrgy will provide a monthly generation report to the District providing the amount of power generation, the revenue received and the calculated amount of revenue due to District.

5. Operation and Maintenance. The District shall provide inspection, maintenance and repair services for the System as follows:

- (a) Operational Inspection and Reporting. District shall perform a cursory visual inspection of all equipment on at least a weekly basis during the irrigation season. This shall include, at minimum, the following tasks:

- (1) Visual inspection of turbine units from outside the canal looking for issues such as debris accumulation, blockages, equipment damage or degradation, or any other issues which can be readily observed visually above the canal water surface without entry into the canal.
- (2) Visual inspection of above ground electrical equipment such as disconnects, cables, conduits, control cabinets, etc. This inspection is limited to the exteriors of equipment (i.e., no opening of electrical panels).

- (b) Reporting and Response. District shall report any identified issues to Emrgy and shall respond to Emrgy's request for local visual inspection and/or maintenance or repair work according to the following criteria:
- (1) Normal priority. Report issues or respond to Emrgy's request within 72 hours of identification. Normal priority issues meet the following criteria:
1. No impact on electrical generation capabilities.
  2. Not presenting any threat of damage to equipment or structures.
  3. Not presenting any increased safety hazard(s) to personnel.
- (2) High priority. Report issues or respond to Emrgy's request within 24 hours of identification. High priority issues meet the following criteria:
1. Potential or current impact on electrical generation.
  2. Not presenting any near-term threat of damage to equipment or structures.
  3. Not presenting any increased safety hazard(s) to personnel.
- (c) Emergency Response. Issues that require immediate emergency response shall be reported to Emrgy as soon as possible, and priority shall be given to placing equipment in a safe condition immediately as directed and instructed by Emrgy; provided that if the District is unable to contact Emrgy or does not receive timely directions from Emrgy, the District may take such actions as it deems prudent under the circumstances to respond to an emergency. This may include electrical isolation, mechanical lock-out, or any other actions deemed prudent by the District in consultation with Emrgy to ensure the safety of personnel and limit damage to equipment and structures. District personnel shall only take actions for which they are trained and qualified and can perform safely.
- (d) Preventative Maintenance. District shall perform annual preventative maintenance per the Operations Manual provided by Emrgy. The maintenance can be performed anytime during the non-irrigation season when the canal is not running water. Oil, grease and replacement parts will be provided by Emrgy.

- 170 (e) Repair. District shall provide tools and labor to repair the System as  
171 directed and instructed by Emrgy. Emrgy will provide the parts  
172 necessary for the repair. The District will plan for repairs to be  
173 performed during scheduled or unscheduled outages during the  
174 irrigation season, if possible, to avoid loss of system power production.  
175 Additional contracted services will be provided by Emrgy with local  
176 oversight by the District.
- 177 (f) The Parties acknowledge that, in order for the Generating Facilities to  
178 operate economically, the above Operation and Maintenance duties  
179 assigned to District should be conducted. Accordingly, if District does  
180 not perform such duties then Emrgy shall have the right, upon written  
181 notice to District, to reduce the Operation and Maintenance payment  
182 for such period of time the District has not performed the agreed upon  
183 duties.

184 6. Construction; Liens.  
185

186 (a) During the Term, Emrgy shall have the right, at its expense, to construct  
187 and install the Generating Equipment on the Sites and the balance of the System on portions of the  
188 Property permitted under Section 2, and to maintain, use, operate, repair, remove, and replace, all  
189 facilities, structures, equipment, machinery, wires, conduit, cables, poles, materials and other  
190 property required or desirable for the purposes described in Section 2, subject to the terms and  
191 conditions contained in Section 2  
192

193 (b) Emrgy will consult with District regarding the location of any parts of the  
194 System not on the Sites themselves accommodate all reasonable requests by District to relocate  
195 some or all of the System within the areas described in Section 2 under to avoid interference with  
196 District's operations. Upon completion of the System, Emrgy will repair any damage to District's  
197 property or facilities resulting from Emrgy's work. All construction and repair/restoration work  
198 shall be done in accordance with Applicable Law and in a good and workmanlike manner.  
199

200 (c) Emrgy shall keep the Property free and clear of all liens and claims of lien  
201 for labor and services performed on, and materials, supplies and equipment furnished to, the  
202 Property in connection with Emrgy's construction activities, *provided* that Emrgy shall have the  
203 right, within thirty (30) days after Emrgy receives written notice that a lien has been recorded  
204 against the Property (i) to contest such lien and the related claims by appropriate legal proceedings  
205 (in the names of District, Emrgy or both, as appropriate or required), or (ii) pay the related claims  
206 and discharge the lien; provided that if Emrgy elects to contest the lien, it must a bond or other  
207 security permitted under Applicable Law that releases the Property from the lien. District shall  
208 reasonably cooperate in such contest, and Emrgy shall reimburse District for its reasonable out-of-  
209 pocket expenses incurred for such cooperation. If Emrgy fails to post the required bond or pay the  
210 amount required to release the lien within such thirty (30) day period, District shall have the right  
211 to do so on Emrgy's behalf, and Emrgy shall upon demand repay District for the amount so

expended. Emrgy shall provide District notice at least five (5) business days prior to the start of any construction activity in order to allow District the time to post notices of non-responsibility in accordance with Applicable Law.

7. Title and Ownership; Taxes.

(a) District represents that it maintains a right-of way that is a legally sufficient interest for Emrgy's use of the Sites and other portions of the Property pursuant to this Agreement. District has not granted to any party other than Emrgy the right to use the flow of water through the Canals or the energy thereof. Emrgy agrees that, except for the rights and interests granted under this Agreement, it has no right, title or interest in the Property or in the water in the Canals.

(b) Without limiting Emrgy's payment obligations to the District under this agreement, the Parties agree that Emrgy is the exclusive owner and operator of the System, as well as the exclusive owner of all electrical output of the System, revenue from the sale of such output, and all Renewable Attributes and Tax Credits related to the System or its output. All Generating Facilities and other equipment and facilities comprising the System shall be and remain the personal property of the Emrgy and shall not become fixtures, notwithstanding the manner in which the System may be installed on or attached to the Property. District agrees that the System and its components shall not be fixtures, even though they may be installed on or attached to the Property, and agrees that it has no right, title or interest in the System or any of its components or in the electrical output or revenue of the System or Renewable Attributes or Tax Credits related to the System or its output.

(c) Emrgy will have the quiet use and enjoyment of the Sites and other portions of the Property for the purposes described in this Agreement during the Term in accordance with, and subject to, the terms of this Agreement, without hinderance or interruption by District or any party claiming by or through District. Any new leases or renewals of existing leases, options to lease or other agreements made, or rights granted by District affecting the Property shall be subject to Emrgy's rights under this Agreement.

(d) Each Party shall be responsible for paying all taxes assessed, if any, against their respective property (real and personal), including such Party's rights or interests in the Property under this Agreement. If a Party fails to pay such taxes when due, and if the failure to pay such taxes could reasonably be expected to have an adverse effect on the other Party, the other Party shall have the right to pay such taxes for the delinquent Party, and the delinquent Party shall promptly reimburse the other Party for any such taxes paid by the other Party.

8. Water Flows; Relocation.

(a) The Parties acknowledge and agree that the primary purpose of this Agreement is to enable Emrgy to use the energy generated by the flow of water in the Canals to

generate clean, renewable energy, while not interfering with District's normal operations except as provided in this Agreement. Accordingly, subject to the availability of water, Force Majeure and District's operating requirements in the ordinary course of business, District will use its best, reasonable efforts to flow amounts of water through the Canals at the Sites (the "*Site Flows*") that are at or above the Design Flows for each Site. Notwithstanding the foregoing Emrgy acknowledges that there may be shortages of water for a number of reasons beyond District's control, including drought, Force Majeure events or reductions in allocations to District.

(b) The Parties will communicate regularly regarding the expected Site Flows, including expected flow levels and potential delivery restrictions (both near term and long term), including diversions, changes in land use or Force Majeure events, that could cause an adverse deviation from the Flow Duration Curve. Without limiting the foregoing, if District plans to make alterations that could adversely affect the Site Flows, District shall provide Emrgy written notice describing such plans and their potential effects in reasonable detail as soon as reasonably practical. The Parties shall discuss in good faith the options to mitigate any adverse effect on the Site Flows, including relocation of the Generating Facilities if any of the matters affecting the Site Flows are expected to have long term effects. Both Parties will make commercially reasonable efforts to implement such mitigation measures to the greatest extent possible provided, however, that any mitigation measures shall not create or perpetuate material adverse impacts on District's irrigation water delivery operations and obligations as used herein with respect to the District. "commercially reasonable efforts" shall always be measured against, and exercised consistent with the District's statutory irrigation water delivery obligations recognizing that the District is state entity, not a for-profit power generation utility. District represents that, to its knowledge, the Flow Duration Curve and the other information it previously delivered or made available to Emrgy regarding the flow of water through the Canals are accurate and complete in all material respects, and that, to its knowledge, there have been no material adverse changes to the Flow Duration Curve or such other information since the date of its preparation.

(c) The Parties acknowledge that, in order for the Generating Facilities to operate economically, certain minimum levels of Site Flows are necessary. Accordingly, if the Site Flows in any calendar quarter are less than the Minimum Flows, Emrgy shall have the right, upon written notice to District, to reduce the Operating Payment Amount for such calendar quarter to the lesser of (i) the Operating Payment Amount that is otherwise payable for such calendar quarter, or (ii) the amount of Gross Revenue after payment of operating expenses and debt service, for such calendar quarter.

(d) If the Site Flows are on average less than the Minimum Flows for four (4) or more consecutive calendar quarters or for more than six (6) calendar quarters in any period of twelve (12) calendar quarters, or if there are planned improvements, diversions or changes in water allocations to District that could reasonably be expected to reduce the average Site Flows below one hundred fifty percent (150%) of the Minimum Flows on a long term (more than three (3) years) or permanent basis, and if the Parties are unable to agree, after good faith negotiations, on alternate sites and/or canals as provided

below, Emrgy shall have the right to terminate this Agreement without further liability to either Party. If Emrgy would like to relocate the Generating Facilities, the Parties agree to negotiate in good faith the relocation of all or some of the Generating Facilities to different sites and/or canals owned or operated by the District and attempt to agree upon mutually agreeable terms for such relocation. Should the Parties agree upon relocation, Emrgy shall pay the costs and expenses of relocating the Generating Equipment and other components of the System to the new sites and related property. Should the Parties fail to agree upon relocation, either Party may terminate this Agreement without further liability to either Party.

(e) If the Site Flows are on average less than the Minimum Flows for six (6) or more consecutive calendar quarters or for more than eight (8) calendar quarters in any period of twelve (12) calendar quarters, or if the Parties are unable to agree on alternate sites to which to relocate the Generating Equipment and other components of the System pursuant to Section 7(d), Emrgy shall have the right to terminate this Agreement upon thirty (30) days written notice to District. Any such termination shall be deemed to be “without fault”, and neither Party shall be liable for a termination payment, but each Party will remain responsible for all liabilities and obligations arising before the termination date.

(f) Site Flows will be calculated on a daily basis based on the average of the total flow in a twenty-four (24) hour period and then averaged over the applicable period specified above.

(g) The Parties acknowledge and agree that the Design Flow set forth in Appendix 3 represents the Parties’ best estimate, as of the Effective Date, of the amount of water and rate of flow that will achieve full submergence of and optimal power generation by the Turbines, based on Emrgy’s power generation modeling. On or within three (3) months after the commissioning of the Turbines, the Parties will measure the Site Flow that provides sufficient water depth and speed to achieve optimal power generation from the Turbines, based on Emrgy’s power generation modeling, and the Design Flow will be adjusted to be equal to such measured Site Flow.

9. Activities on the Property; Maintenance; Hazardous Materials.

(a) All activities by Emrgy and its contractors at the Sites and on the Property shall be conducted in a good and workmanlike manner and in accordance with Applicable Law and good industry practices. Emrgy and its contractors will comply with District’s safety and security procedures to the extent they relate to the Property. Emrgy shall keep the Sites and Property clean and free of debris created by Emrgy or its contractors.

(b) Except as otherwise provided in Sections 2 and 8(b) above, all activities by District or its contractors at the Sites and on the Property shall be conducted in a manner that does not interfere with Emrgy’s operation of the System or that damages the Generating Equipment or other parts of the System. District will cooperate with Emrgy to enable Emrgy to implement and

maintain reasonable safety and security measures around the Sites and on the Property to prevent accidents, interference with the System, theft, vandalism or other actions that are reasonably likely to cause damage to or impair the System. If Emrgy implements such safety and security procedures, District and its contractors will use their best, reasonable efforts to comply with Emrgy's safety and security procedures relating to the Sites.

(c) Each Party shall give the other Party not less than thirty (15) days prior written notice of all planned maintenance activities on such Party's equipment and facilities that could interfere with or adversely affect the other Party's normal operations, including curtailments of Site Flows or activities in the Canals. Each Party shall use commercially reasonable efforts to schedule its planned maintenance so that it will not interfere with or adversely affect the other Party's normal operations and shall accommodate reasonable requests by the other Party to reschedule planned maintenance if reasonably possible. Each Party shall give the other Party not less than five (5) days' notice of any unplanned maintenance that could interfere with or adversely affect the other Party's normal operations, except for emergency repairs, in which case the affected Party shall give the other Party such notice (if any) as circumstances allow.

(d) All maintenance activities by either Party shall be conducted in a good and workmanlike manner, in accordance with Applicable Law and good industry practices and in a manner that will interfere with or adversely affect the other Party's operations as little as reasonably possible.

(e) Neither Party nor its contractors or agents shall use, store, dispose of or Release any Hazardous Materials on the Property, or cause or permit the same to occur, except in such quantities as may be required in its normal business operations and only in full compliance with all Environmental Laws. If either Party causes or is responsible for a Release of Hazardous Materials on the Property, it will promptly take all actions, at its sole expense, required under the Environmental Laws, to remediate such Release and shall indemnify the other Party for costs and expenses related to such Release as provided in Section 11(b) below. To District's knowledge, as of the Effective Date, there are no Releases or threatened Releases of Hazardous Materials on the Property, and all prior Releases of Hazardous Materials on the Property, if any, have been remediated in accordance with Applicable Law.

10. End of Term. Upon the expiration of the Term or earlier termination of this Agreement, Emrgy shall surrender and return the Property to District and, if it has been installed, shall remove the System from the Property at Emrgy's sole cost and expense unless the Agreement was terminated due to an Event of Default where District is the Defaulting Party, in which case removal shall be at District's expense).

11. Representations of the Parties. Each Party represents and warrants to the other Party as follows:



(a) District represents that it is an irrigation district duly existing and in good standing under the laws of the State of New Mexico. Emrgy represents that it is a limited liability company, duly existing and in good standing under the laws of the State of Delaware and authorized to conduct business in the State of New Mexico.

(b) Each Party has taken all necessary action to duly authorize, execute and perform its obligations under this Agreement. This Agreement constitutes a valid and binding agreement of such Party, enforceable against it in accordance with its terms.

(c) Each Party's execution, delivery and performance of this Agreement does not and will not (i) require any consent or approval not heretofore obtained under any document to which such Party is a party or by which it is bound, (ii) violate any Applicable Law, or (iii) conflict with, or constitute a breach or default or permit the acceleration of obligations under any agreement, contract, lease, judgment, decree, or other document by which such Party is bound or regulated.

(d) There is no legal proceeding or regulatory action pending, or, to such Party's knowledge, threatened, against or affecting such Party that, if adversely determined, would impair the enforceability of this Agreement against such Party or otherwise interfere with its performance hereunder.

## 12. Insurance; Indemnity.

(a) At all times during the Term, Emrgy shall maintain the insurance listed on Appendix 3. On the Effective Date and on each anniversary of the Effective Date, and on such other occasions as the District may reasonably request, Emrgy shall deliver to the other Party a certificate evidencing the insurance required to be maintained by it hereunder.

(b) As between the Parties, each Party acknowledges it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of its employees or agents. The liability of the District shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claim Act. Section 41-4-1 NMS 1978 as amended.

## 13. Casualty.

(a) If all or any part of the System is damaged or destroyed by a casualty or other cause, Emrgy shall have the right, but not the obligation, to repair, restore, replace and/or remove any or all of the damaged equipment or facilities in such manner and on such schedule as Emrgy may determine in its discretion; provided, however, that Emrgy shall not leave any damaged equipment or facilities on the Property in a condition that presents any material danger of personal injury or property damage. All proceeds of any insurance carried by Emrgy with respect to System shall be Emrgy's sole property, and District shall have no interest therein. If Emrgy elects to repair or replace the damaged equipment or facilities, this Agreement shall

continue in full force and effect without modification. If, however, Emrgy elects not to repair or replace the damaged equipment or facilities, Emrgy may elect, by written notice to District, (i) to remove the particular Site or Sites that are affected from this Agreement or (ii) if Emrgy determines that it is not commercially reasonable to continue operating the System, to terminate this Agreement without further liability to either Party.

(b) If all or any part of the Canals or District's equipment or facilities is damaged or destroyed by a casualty or other cause, District shall have the right, but not the obligation, to repair or restore the damaged portion of the Canals. All proceeds of any insurance carried by District with respect to the Canals or its equipment or facilities shall be District's sole property, and Emrgy shall have no interest therein. If District elects to repair, restore or replace the damaged Canals or other equipment or facilities, this Agreement shall continue in full force and effect without modification; provided, however, that if the damage reduces Site Flows below Minimum Flows, the provisions of Section 8 shall apply.

14.

15. Force Majeure. To the extent either Party is prevented by Force Majeure from performing, in whole or part, its obligations under this Agreement (other than obligations for the payment of money), such Party (the "**Claiming Party**") shall give written notice and a description of the Force Majeure to the other Party as soon as practicable (and in any event within ten (10) days after it becomes aware of the Force Majeure). Provided the Claiming Party has given the required notice, it shall be excused from the failure of performance prevent by the Force Majeure to the extent and for the duration that performance was prevented. The Claiming Party will use commercially reasonable efforts to eliminate, avoid or mitigate the Force Majeure circumstance, and to perform its obligations to the maximum extent reasonably possible taking into account the Force Majeure, *provided* that neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole discretion.

16. Default; Termination.

(a) Each of the following events occurring during the Term shall constitute an "**Event of Default**" under this Agreement:

(1) the failure of a Party (the "**Defaulting Party**") to pay amounts required to be paid by such Party hereunder when due, if such failure has continued for thirty (30) days after written notice from the other Party (the "**Non-Defaulting Party**");

(2) the failure by the Defaulting Party to comply with the terms of or perform its obligations under this Agreement to be observed, kept or performed by

the Emrgy, if such failure has continued for thirty (30) days after written notice from the Non-Defaulting Party; *provided* that, if such failure cannot reasonably be cured within such thirty (30) day period, such longer period, not to exceed an additional ninety (90) days, as may be reasonably necessary to cure such failure;

(3) the Defaulting Party files a petition for reorganization or liquidation or institutes any other voluntary proceeding seeking protection under the bankruptcy laws of the United States or any other jurisdiction, makes a general assignment for the benefit of creditors, or is or is deemed to be insolvent under any state or federal law; or

(4) An involuntary petition in bankruptcy or a request for the appointment of a receiver is filed against the Defaulting Party, and such involuntary petition or request is not dismissed within 60 days after filing.

Upon the occurrence and during the continuation of an Event of Default by a Defaulting Party, the Non-Defaulting Party may elect (i) to recover damages, (ii) to specifically enforce the Defaulting Party's covenants or obtain other equitable relief, or (iii) to terminate this Agreement upon ten (10) days written notice to the Defaulting Party; *provided* that if Emrgy is the Defaulting Party and the Event of Default can be cured by the payment of damages or resulted from an immaterial failure to perform an obligation that is incapable of cure, then District's sole remedy with respect to such failure shall be the recovery of damages; *provided, further*, that the failure to pay any such damages shall constitute a separate monetary Event of Default hereunder. If Emrgy is the Defaulting Party and this Agreement is terminated by District as a result, Emrgy shall remove the System from the Property at the Emrgy's expense.

(b) A Defaulting Party may cure any monetary Event of Default by depositing the amount claimed to be unpaid in escrow with a reputable third party escrow, or by interpleading the same, which amount shall remain undistributed until final decision by a court of competent jurisdiction or upon agreement by the Parties. No such deposit shall constitute a waiver of the Defaulting Party's right to dispute a claimed Event of Default or to institute legal action to recover such amounts.

(c) No failure by a Party to insist upon the strict performance of any term of this Agreement or to exercise any right, power or remedy consequent upon an Event of Default or any breach hereof by the other Party shall constitute a waiver of such Event of Default or breach. No waiver of any Event of Default or breach shall be deemed a waiver of any subsequent Event of Default or breach.

17. No Consequential Damages. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS

REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE  
REMEDY. EXCEPT FOR INDEMNITY LIABILITIES TO UNRELATED THIRD PARTIES  
AND, IF APPLICABLE, PAYMENT OF FINES AND RECAPTURE OF TAX CREDITS,  
NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE,  
EXEMPLARY OR INDIRECT DAMAGES, LOST REVENUES OR PROFITS OR OTHER  
BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT,  
UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE LIMITATIONS HEREIN  
ON REMEDIES AND THE MEASURE OF DAMAGES SHALL APPLY WITHOUT REGARD  
TO THE CAUSES THEREOF, INCLUDING THE NEGLIGENCE OF ANY PARTY,  
WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR CONCURRENT, OR ACTIVE OR  
PASSIVE.

18. Assignment

(a) Neither Party shall assign this Agreement or its rights, interests and  
obligations hereunder without the prior written consent of the other Party, which shall not be  
unreasonably withheld, except that (i) either Party may assign this Agreement and its rights,  
interests and obligations hereunder to an Affiliate of or successor by merger to such Party without  
the consent of the other Party, and (ii) Emrgy may assign this Agreement and its rights, interests  
and obligations hereunder to a Emrgy Mortgagee as provided in subsection (b) below. Any  
assignee (other than a Emrgy Mortgagee) shall assume in writing all of the assignor's obligations  
under this Agreement, whether or not consent is required hereunder, and a copy of the written shall  
be delivered to the non-assigning Party on or before the effective date of the assignment. Upon  
the effective date of an assignment permitted hereunder, the assignor shall be released from all  
further obligations under this Agreement accruing from and after the effective date of the  
assignment.

(b) If Emrgy assigns, mortgages or grants a security interest in the System  
or its rights and interests under this Agreement to a lender, and if  
requested by the lender, the District will enter into a consent to  
assignment on such reasonable terms and conditions as the Parties may  
mutually agree.

19. Confidentiality; Public Statements.

(a) Except to the extent required by Applicable Law, District shall maintain in  
confidence, and shall not disclose or permit the use by others of, all information pertaining to the  
terms of this Agreement or the design, construction, operation, output or availability of the  
Generating Facilities or the balance of the System, whether disclosed by Emrgy or discovered by  
District, unless such information is in the public domain by reason of prior publication through no  
act or omission of the District or its employees or agents or the breach of a confidentiality  
obligation by any Person; *provided* that District may disclose such information (a) to District's

lenders, attorneys, accountants and other financial advisors solely for use in connection with their representation of District in connection with this Agreement and who have agreed to keep such information confidential, or (b) pursuant to legal process, request for inspection of records under the Inspection of Public Records Act (IRPA), subpoena or court order requiring such disclosure, after first advising Emrgy in order that Emrgy may take such actions as Emrgy may deem appropriate in order to protect the confidentiality of the information required to be so disclosed. The provisions of this Section 18 shall survive the expiration of the Term and any termination of this Agreement.

(b) Without the express consent of both Parties, neither Party shall make or publish any press release or other public statement or notice regarding this Agreement or the transactions contemplated hereby.

20. Successors and Assigns. Subject to Section 17 this Agreement and the rights and obligations thereunder shall bind and benefit the successors and assigns of each Party and shall run with the Property for the Term.

21. Estoppel Certificates. Within fifteen (15) days following the written request from either Party to the other Party (the requesting party being referred to as the “**Requesting Party**” and the party to which the request is made being referred to as the “**Responding Party**”), the Responding Party shall execute and deliver to the Requesting Party an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if modified, stating with particularity the modifications), (b) certifying that all payments due and payable by the Requesting Party hereunder have been paid (or, if not, stating what amounts remain unpaid), (c) certifying that, to the Responding Party's knowledge, there are no uncured Events of Default by the Requesting Party (or, if any uncured Events of Default exist, stating with particularity the nature thereof), and (d) containing any other certifications as may reasonably be requested by the Requesting Party. Any such certificates may be conclusively relied upon by the Requesting Party or any lender to the Requesting Party, including any current or prospective Emrgy Mortgagee. The failure of the Responding Party to deliver any such certificate within such time shall be conclusive upon the Responding Party that (a) this Agreement is in full force and effect and has not been modified, (b) all payments due and payable hereunder by the Responding Party have been paid through the date of the request made by the Requesting Party, (c) there are no uncured Events of Default by the Requesting Party, and (d) the other certifications so requested are true and correct.

22. Further Assurances. Each Party agrees to perform all such acts (including executing and delivering instruments and documents) as reasonably may be necessary to fully effectuate the purposes and intent of this Agreement, including consents to assignments, pledges or transfers permitted under this Agreement. The Parties shall also cooperate in obtaining any permits, consents or entitlements from Governmental Authorities necessary for the construction or operation of the System. No such additional acts required of either Party shall require such Party to incur additional costs without reasonable assurance of reimbursement.

598  
599       23.   Recording. Contemporaneously with or promptly following the execution and  
600 delivery of this Agreement, Emrgy shall duly execute and record a memorandum of this  
601 Agreement in the form of Exhibit B in the official real estate records of the county in which the  
602 Property is located.

603  
604       24.   Entire Agreement; Amendment. This Agreement, together with its attached  
605 Appendices and Exhibits, constitutes the entire agreement between the Parties pertaining to the  
606 subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or  
607 written, are superseded by and merged in this Agreement, and are of no force or effect. No  
608 amendment or modification of this Agreement shall be effective unless set forth in writing and  
609 signed by both Parties.

610  
611       25.   Survival. Except as otherwise provided herein, any termination of this Agreement  
612 pursuant to the terms hereof shall not release either Party from liabilities, obligations or  
613 indemnities arising prior to the effective date of such termination or which expressly survive the  
614 termination of this Agreement.

615  
616       26.   Governing Law. This Agreement shall be governed by the laws of the State of New  
617 Mexico, without reference to principles of conflict of laws.

618  
619       27.   Notices. All notices, requests or other communications required or permitted  
620 hereunder shall, unless otherwise provided herein, be in writing, shall be (ai) personally delivered,  
621 (b) delivered by reputable overnight courier, (c) sent by United States mail, registered or certified,  
622 return receipt requested and postage prepaid, or (d) sent by email, addressed to the parties at the  
623 addresses set forth in the "Commercial Terms" above or such other address as a Party may specify  
624 form time to time by like notice. Notices received on a day that is not a Business Day or after 5:00  
625 p.m., local time, on a Business Day shall be received on the following Business Day.

626  
627       28.   Transactions Costs. Each Party agrees to bear its own attorneys' fees,  
628 consultants' fees, and other costs associated with negotiating, drafting, and executing this  
629 Agreement.

630  
631       29.   No Partnership. Nothing contained in this Agreement shall be construed to create  
632 trust or partnership relationship between the Parties.

633  
634       30.   Counterparts. This Agreement may be executed in any number of counterparts,  
635 each of which shall be deemed an original, and all of which taken together shall constitute a single  
636 instrument. This Agreement will be deemed executed by a Party upon the unconditional delivery  
637 to the other Party of a manually or electronically signed copy of the signature page to this  
638 Agreement, for which purpose delivery of an electronic image of such signed copy in "PDF" of  
639 similar electronic format is deemed sufficient.





IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

Middle Rio Grande Conservancy District

MRGCD Project 1, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## APPENDIX 1

### Defined Terms

As used in the Agreement to which this Appendix 1 is attached, the following terms shall have the meanings set forth below:

**“Affiliate”** means in relation to any Person (the **“relevant Person”**) means any other Person (i) that, directly or indirectly, Controls, is Controlled by or is under common Control with the relevant Person, (ii) that beneficially owns or Controls more than half of the voting capital stock of the relevant Person, or (iii) of which more than half of the voting capital stock is owned or Controlled by the relevant Person.

**“Applicable Law”** means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, governmental approval, consent or requirement of any Governmental Authority, enforceable at law or in equity, along with the official interpretation and administration thereof by any Governmental Authority.

**“Business Day”** means any day other than a Saturday, Sunday or a day on which the commercial banks are authorized or required to close in Albuquerque, New Mexico or Atlanta, Georgia.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Commercial Operation Date”** means the date on which Generating Equipment constituting at least eighty percent (80%) of the generating capacity of the System has begun delivering electrical energy in commercial quantities, excluding deliveries of electrical energy for testing purposes.

**“Control”, “Controls”, and “Controlled”** means, with respect to any Person, the possession, directly or indirectly, of the power to cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract, family relationship or otherwise.

**“Design Flows”** means the median daily Site Flows as shown on Appendix 3.

**“Environmental Law”** means any Applicable Law as now or hereafter in effect relating to (a) pollution, Releases or threatened Releases, discharges, emissions of Hazardous Materials, contaminants, chemicals or wastes into the environment in any way (including ambient air, soil, surface water, ground water, wetlands, land or subsurface strata), (b) the regulation or protection of air, surface water, groundwater, wetlands, land, soil, human health, safety (in respect of the environment), natural resources, cultural or archaeological resources or artifacts, wildlife, flora, fauna or the environment or (c) the generation, manufacture, processing, distribution, use, handling, treatment, storage, disposal, arrangement for disposal or transportation of Hazardous Materials.

***“Flow Duration Curve”*** means a graph or other representation showing the number of days per Seasonal Period or year, as applicable, that the Site Flows are likely to equal or exceed the Design Flows as defined in Appendix 3.

***“Force Majeure”*** means any act or condition not reasonably expected to occur and beyond the reasonable control of, and not the result of the negligence or fault of, the Person affected by the act or condition, including without limitation acts of God or the elements, fire, earthquake, flood, hurricane, tornado, ice, drought, other abnormal weather conditions, epidemics, pandemics, strikes, lockouts or other labor disputes of a national or regional nature; delays in transportation; war, terrorism, sabotage, civil strife or other violence.

***“Governmental Authority”*** means any federal, state, regional, county, town, city, or municipal government, or quasi-governmental authority, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

***“Gross Revenue”*** means the total income a District generates, and collects, through power purchase agreements and renewable energy certificates.

***“Hazardous Materials”*** means any petroleum-based or petroleum-derived products, flammable explosives, radioactive materials, asbestos, urea formaldehyde foam insulation and transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls (PCBs) or any other chemical, substances, waste, contaminants or materials that are listed, defined, designated, classified or regulated as hazardous, radioactive or toxic, or as a pollutant or contaminant, under or pursuant to any Environmental Law.

***“Maximum Usable Flow”*** means two hundred percent (200%) of the applicable Design Flow.

***“Minimum Flows”*** means fifty percent (30%) of the Design Flows for a given Site.

***“Operating Term”*** means the Initial Operating Term and, as applicable, the First Extended Term and the Second Extended Term.

***“Person”*** means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

***“Quarterly Payment Dates”*** means each January 31, April 30, July 31 and October 31 during the Term, or, if any such date is not a Business Day, the next Business Day.

***“Release”*** means any releasing, spilling, leaking, pumping, pouring, placing, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment, whether intentional or unintentional, negligent or non-negligent, sudden or non-sudden, accidental or non-accidental.

***“Renewable Attributes”*** means environmental attributes and credits (or both), including all renewable energy credits, “green tags” and other fuel, emissions, air quality or other environmental characteristics, credits, benefits, reductions, offsets and allowances (whether now existing or enacted in the future), certificates or similar items such as those for greenhouse gas reduction or the generation of renewable energy, alternative energy or “green power,” resulting from the generation of a quantity of electricity or the avoidance of the emission of any gas, chemical or other substance to the air, soil or water attributable to such generation, *provided* that “Renewable Attributes” shall not include Tax Credits.

***“Seasonal Period”*** means the months of April to November, or such shorter or longer period equal to the irrigation season determined by the District, based on environmental conditions and/or irrigation demand.

***“Site Flows”*** has the meaning defined in Section 8(a).

***“Tax Credits”*** means federal production tax credits now or in the future available under Section 45 of the Code, production tax credits under similar provisions of state or local law, federal investment tax credits now or in the future available under Section 48 of the Code, investment tax credits under similar provisions of state or local law, together with any successor provisions of the Code and such state, or local laws, tax abatements received from any state or local governmental entity, and any financial benefits Emrgy may be entitled to as a result of any of the foregoing.

## APPENDIX 2

### Insurance Requirements

Workers' Compensation Insurance. Workers' Compensation Insurance as required by state laws, and Employer's Liability (including Occupational Disease) coverage with limits of One Million Dollars (\$1,000,000) per occurrence.

Commercial General Liability Insurance. Commercial General Liability Insurance, including bodily injury, property damage, independent contractor's liability, products/completed operations, contractual liability and personal injury liability with a limit of not less than Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate.

Automobile Liability Insurance. Automobile Liability Insurance including coverage for owned, non-owned and hired automobiles with a combined single limit of not less than One Million Dollars (\$1,000,000) per accident.

The required amounts of insurance may be satisfied by purchasing coverage in the amounts specified, by purchasing excess coverage or by any combination thereof, so long as such insurance meets the aggregate requirements specified herein. Such insurance may also be provided as part of a blanket policy covering other properties. With the exception of the workers' compensation and employer's liability insurance, Emrgy shall name the District as an additional insured under the policies described above

## APPENDIX 3

### Design Flows

<u>Site</u>	<u>Design Flow</u>
Angostura Diversion	[ ] cfs

## EXHIBIT A

### Depiction of Property, Canals, Generating Equipment Locations

Project Start: 35°22'46.96"N 106°29'56.72"W

Project End: 35°22'33.93"N 106°30'12.96"W

The map in Exhibit below is indicative of the project area. The project is bound between the diversion from the Rio Grande at the Angostura Diversion and a diversion structure located at 35°22'33.93"N 106°30'12.96"W, approximately 1,860ft downstream of the Angostura Diversion. The project includes 6 Emrgy turbines, totalling 30kW, and approximately 220 floating solar panels, totalling 120kW. Final project boundaries will be provided for acknowledgement and approval prior to construction.



*[Exhibit to show canal areas and onshore areas where equipment and transmission lines will be located]*



## EXHIBIT B

### Form of Memorandum of Agreement

#### **RECORDING REQUESTED BY AND AFTER RECORDING RETURN TO:**

Emrgy, Inc.  
75 5th Street NW, Ste. 2210  
Atlanta, GA 30308  
Attention:

#### **MEMORANDUM OF SITE HOSTING AGREEMENT**

THIS MEMORANDUM OF SITE HOSTING AGREEMENT (this “**Memorandum**”), dated as of \_\_\_\_\_, 2024 (the “**Effective Date**”), is made and entered into by and between Middle Rio Grande Conservancy District (“**District**”) and MRGCD Project 1, LLC (“**Emrgy**”). District and Emrgy are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

#### **RECITALS**

A. District and Emrgy have entered into that certain Site Hosting Agreement dated as of the Effective Date (the “**Agreement**”) with respect to the real property located in the County of Sandoval in the State of New Mexico, generally depicted on Exhibit A attached hereto (the “**Property**”).

B. District and Emrgy have executed and recorded this Memorandum in order to provide constructive notice of the Agreement and Emrgy’s rights and interests thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, District and Emrgy agree as follows:

1. Definitions. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Agreement.

2. Rights to Use the Site. District hereby grants and conveys to Emrgy, for the duration of the Term, the following easements:

(a) to construct, install, operate and maintain the Generating Equipment in the Sites depicted on Exhibit A;

(b) to use the flow of water through the portion of the Canals shown on Exhibit A to operate the Generating Equipment;

(c) to access the Sites over the Property for the purpose of constructing, installing, operating and maintaining the Generating Equipment and for the other purposes described in the Agreement;

(d) to inspect and survey the Sites and the Property, to evaluate the hydroelectric potential of the Sites, and to perform environmental, geotechnical, electrical interconnection and transmission studies and tests;

(e) to construct, install, operate and maintain overhead, surface and underground electrical distribution, collection, and transmission lines and telecommunications equipment in, on or over the areas designated on Exhibit A as "Transmission"; and

(f) to stage construction and temporarily store materials, tools and equipment for the construction and installation of the Generating Equipment, including parking vehicles and installing temporary crane pads, construction trailers and other temporary structures in the areas designated on Exhibit A as "Staging".

3. Term. This Agreement shall be for an initial term commencing on the Effective Date and continuing until the earlier of (i) the Commercial Operation Date, or (ii) the third anniversary of the Effective Date. If the Commercial Operation Date has not occurred by the third anniversary of the Effective Date, the Agreement will terminate on that date. Upon the occurrence of the Commercial Operation Date, the Term will be automatically extended for an additional period, commencing with the Commercial Operation Date through the twentieth (20th) anniversary of the last day of the month in which the Commercial Operation Date occurs. The Agreement is subject to two (2) further options to extend the Term for five (5) years each.

4. Other Terms. The Agreement and all of the terms and conditions thereof are hereby incorporated herein by reference. In the event of any conflict between the terms and conditions of the Agreement and of this Memorandum, the terms and conditions in the Agreement shall control.

5. Governing Law. The Agreement is governed by the laws of the State of New Mexico, without reference to principles of conflict of laws.

6. Successors and Assigns. The Agreement and the rights and obligations thereunder shall bind and benefit the successors and assigns of each Party and shall run with the Property for the Term.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first set forth above.

Middle Rio Grande Conservancy District

MRGCD Project 1, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signatures to be notarized]*

## EXHIBIT C

### Contingencies for Project to enter Initial Operating Period

Below are a number of contingencies that are required in order for the Initial Operating Period to commence:

1. Lease Of Power Privilege must be granted by the United States Bureau of Reclamation (USBR) to the Middle Rio Grande Conservancy District, for the intended System location.
2. Emrgy must secure grant funding to the tune of 30% of the total capital expenditure of the project, through avenues such as USBR, State Funding, Department of Energy, United States Department of Agriculture, or other sources of funding.
3. Interconnection of the System must be approved by the Public Service Company of New Mexico.
4. The Public Service Company of New Mexico must agree to purchase the power generated by the System and sign a Power Purchase Agreement with Emrgy.

## EXHIBIT D

### Total Expected Capacity of Phased Development

Emrgy, through hydropower and floating solar power assessments considering multiple types of power generating equipment, has evaluated the total capacity of Middle Rio Grande Conservancy District's infrastructure to be 45 megawatts.

Emrgy estimates, of the 45 MW of available potential capacity, that 9 MW is hydropower, and 36 MW is floating solar power.

Emrgy proposes to phase the development of these 45 megawatts into the phases described below:

Phase 1: Projects that include hydrokinetics and floating solar, within existing facilities that do not require modernization.

Phase 2: Projects that include hydrokinetics and floating solar, within existing facilities and facilities that require modernization efforts such as canal re-lining.

Phase 3: Projects that include hydrokinetics, floating solar, and technology currently under research and development, within existing facilities, facilities that require modernization efforts such as canal re-lining, and new facilities designed to capitalize on the water allocation of Middle Rio Grande Conservancy District.

Phasing of all projects will be separated into project specific Site Hosting Agreements. This will allow all parties to benefit from project specific terms and conditions, protecting all entities from the liability associated.

## SITE HOSTING AGREEMENT

THIS SITE HOSTING AGREEMENT (this “*Agreement*”), dated \_\_\_\_\_, 2024 (the “*Effective Date*”), is entered into by and between Middle Rio Grande Conservancy District, a conservancy district organized and existing under the laws of the State of New Mexico (the “*District*”), having an address at 1931 2nd St SW, Albuquerque, NM 87102, and MRGCD Project 2, LLC, having an address at c/o Emrgy, Inc., 75 5th Street NW, Ste. 2210, Atlanta, GA 30308 (“*Emrgy*”). District and Emrgy may also be referred to in this Agreement individually as a “*Party*” and collectively as the “*Parties*”. In consideration of their mutual covenants herein, and for other good and valuable consideration, District and Emrgy agree as follows:

### COMMERCIAL TERMS

Development Term:	Three (3) years from the Effective Date.
Initial Operating Term:	From the Commercial Operation Date until thirty (30) years after the last day of the calendar month in which the Commercial Operation Date occurs.
Operating Term Payment:	Estimated 10-30% of Gross Revenue, refined to a specific percentage during the Development Term.
Operation and Maintenance Payment	\$2,304 payment per year, with an annual escalation rate of 3%, subject to performance of the O&M activities described in Section 5. Refined to a specific percentage during the Development Term.
Phased Development	The Parties shall negotiate project development scope and phasing in good faith to maximize the District’s power production, as well as contingencies required for each phase for the Initial Operating Term to commence, outlined in Exhibit C. Emrgy denotes the estimated total capacity of all projects included in the phased development in Exhibit D.
Notices to District:	Middle Rio Grande Conservancy District 1931 2nd St SW, Albuquerque, NM 87102 Attn: Telephone: (____) ____ - ____ Email:
Notices to Emrgy:	<b>MRGCD Project 2, LLC</b> c/o Emrgy, Inc. 75 5th Street NW, Ste. 2210 Atlanta, GA 30308

Attn: Lucas Harvey  
Telephone: (310) 895-4841  
Email: [lucas@emrgy.com](mailto:lucas@emrgy.com)

## TERMS AND CONDITIONS

1. Definitions. Capitalized terms used in this Agreement and not otherwise defined will have the meanings defined in the above commercial terms or in Appendix 1.

2. Rights to Use the Site. District hereby grants and conveys to Emrgy, for the duration of the Term, the following non-exclusive easements:

(a) to construct, install, operate and maintain hydroelectric turbines, solar panels, inverters, transformers and related equipment (collectively, the “**Generating Equipment**”) in the locations (the “**Sites**”) depicted on Exhibit A;

(b) to use the flow of water through the portion of the Canals shown on Exhibit A to operate the Generating Equipment provided, however, that the use does not materially impede or impair the District’s conveyance and delivery of the water to its landowners;

(c) to access the Sites over the land shown on Exhibit A (the “**Property**”) and more particularly described on Exhibit A-1 for the purpose of constructing, installing, operating and maintaining the Generating Equipment and for the other purposes described in this Section 2;

(d) to inspect and survey the Sites and the Property, to evaluate the hydroelectric potential of the Sites, and to perform environmental, geotechnical, electrical interconnection and transmission studies and tests;

(e) to construct, install, operate and maintain overhead, surface and underground electrical distribution, collection, and transmission lines and telecommunications equipment in, on or over the areas designated on Exhibit A as “Transmission”; and

(f) to stage construction and temporarily store materials, tools and equipment for the construction and installation of the Generating Equipment, including parking vehicles and installing temporary crane pads, construction trailers and other temporary structures in the areas designated on Exhibit A as “Staging”.

The Generating Equipment and the other equipment installed by Emrgy at the Sites or on the Property are collectively referred to as the “**System**”. District acknowledges that the System may cause electromagnetic, audio, visual, view, light, noise, vibration, electrical, radio interference and



other effects common to hydroelectric projects. District consents to the cause and generation of such effects and waives any claims related thereto, including any claim of nuisance or right to compensation except as provided in this Agreement. These potential effects will be evaluated by Emrgy as part of the site selection process prior to any system deployment. Emrgy acknowledges and agrees that the easement rights granted it herein are at all times subordinate to District operations and functions, and that Emrgy's installation, operation, and maintenance of the System shall be performed in a manner that does not impair or adversely affect District operations or District canal integrity or function. Subject to the foregoing, in the event of a conflict between Emrgy's use of such easement rights and the District's operations, the Parties will cooperate in good faith to accommodate Emrgy's operations and use of the easement rights to the maximum extent reasonably possible.

3. Term. The term of this Agreement shall commence on the Effective Date and continue for the following periods (collectively, the "**Term**");

(a) This Agreement shall be for an initial term (the "**Development Term**") commencing on the Effective Date and continuing until the earlier of (i) the Commercial Operation Date, or (ii) the period specified above under "Commercial Terms" for the Development Term, during which Emrgy may conduct the inspections, studies, tests and surveys described above and construct and install the System; provided that, so long as it has not commenced construction of the System, Emrgy may elect, by written notice to District, to terminate the Agreement at any time prior to the third anniversary of the Effective Date. If the Commercial Operation Date has not occurred by the end of the period specified above under "Commercial Terms" for the Development Term, this Agreement will terminate on that date.

(b) Upon the occurrence of the Commercial Operation Date, the Term will be automatically extended for an additional period (the "**Initial Operating Term**"), commencing with the Commercial Operation Date through the date specified above under "Commercial Terms" for the Initial Operating Term.

(c) The Parties may, at their mutual agreement, extend the Term for a period of five (5) years for the First Extended Term from the end of the Initial Operating Term (the "**First Extended Term**") by agreeing in subsequent writings to extend at least one hundred twenty (120) days before the expiration of the Initial Operating Term.

(d) The Parties may, at their mutual agreement, extend the Term for a period of five (5) years for the Second Extended Term from the end of the First Extended Term (the "**Second Extended Term**") by agreeing in subsequent writing to extend at least one hundred twenty (120) days before the expiration of the First Extended Term.

(e) Emrgy will give District written notice of the occurrence of the Commercial Operation Date promptly after it has occurred. Upon District's request, Emrgy shall provide such

additional information, certifications or documents as may be reasonably necessary to confirm occurrence of the Commercial Operation Date, as applicable.

4. Payments. As full consideration for the rights granted to Emrgy hereunder, Emrgy will pay District the Operating Term Payments and the Operation and Maintenance Payments, as applicable.

- (a) During the Operating Term and each Extended Term (if applicable), Emrgy will pay District the annual Operating Term Payment per the Commercial Terms at an estimated 10-30% of gross revenue from energy sales from the System. The final percentage of gross revenue will be refined during the Development Term. During the Operating Term, Emrgy will pay District the annual Operating Term Payment no later than 30 calendar days after the end of the irrigation season (Seasonal Period), calculated as follows:

OTP = ES x % where

OTP = the Operating Term Payment due for the year

ES = the gross revenue from energy sales from the System

% = the percentage rate for the Operating Term Payment

- (b) Emrgy will pay the District the Operation and Maintenance (O&M) payment of \$2,304 per year, with an annual escalation rate of 3%. Emrgy will pay District the annual O&M payment from the Commercial Terms no later than 30 calendar days after the end of irrigation season (Seasonal Period). Refined to a specific percentage during the Development Term.

(c) Emrgy will provide a monthly generation report to the District providing the amount of power generation, the revenue received and the calculated amount of revenue due to District.

5. Operation and Maintenance. The District shall provide inspection, maintenance and repair services for the System as follows:

- (a) Operational Inspection and Reporting. District shall perform a cursory visual inspection of all equipment on at least a weekly basis during the irrigation season. This shall include, at minimum, the following tasks:

- (1) Visual inspection of turbine units from outside the canal looking for issues such as debris accumulation, blockages, equipment damage or degradation, or any other issues which can be readily observed visually above the canal water surface without entry into the canal.

- (2) Visual inspection of above ground electrical equipment such as disconnects, cables, conduits, control cabinets, etc. This inspection is limited to the exteriors of equipment (i.e., no opening of electrical panels).
- (b) Reporting and Response. District shall report any identified issues to Emrgy and shall respond to Emrgy's request for local visual inspection and/or maintenance or repair work according to the following criteria:
- (1) Normal priority. Report issues or respond to Emrgy's request within 72 hours of identification. Normal priority issues meet the following criteria:
1. No impact on electrical generation capabilities.
  2. Not presenting any threat of damage to equipment or structures.
  3. Not presenting any increased safety hazard(s) to personnel.
- (2) High priority. Report issues or respond to Emrgy's request within 24 hours of identification. High priority issues meet the following criteria:
1. Potential or current impact on electrical generation.
  2. Not presenting any near-term threat of damage to equipment or structures.
  3. Not presenting any increased safety hazard(s) to personnel.
- (c) Emergency Response. Issues that require immediate emergency response shall be reported to Emrgy as soon as possible, and priority shall be given to placing equipment in a safe condition immediately as directed and instructed by Emrgy; provided that if the District is unable to contact Emrgy or does not receive timely directions from Emrgy, the District may take such actions as it deems prudent under the circumstances to respond to an emergency. This may include electrical isolation, mechanical lock-out, or any other actions deemed prudent by the District in consultation with Emrgy to ensure the safety of personnel and limit damage to equipment and structures. District personnel shall only take actions for which they are trained and qualified and can perform safely.
- (d) Preventative Maintenance. District shall perform annual preventative maintenance per the Operations Manual provided by Emrgy. The

169 maintenance can be performed anytime during the non-irrigation  
170 season when the canal is not running water. Oil, grease and  
171 replacement parts will be provided by Emrgy.

172 (e) Repair. District shall provide tools and labor to repair the System as  
173 directed and instructed by Emrgy. Emrgy will provide the parts  
174 necessary for the repair. The District will plan for repairs to be  
175 performed during scheduled or unscheduled outages during the  
176 irrigation season, if possible, to avoid loss of system power production.  
177 Additional contracted services will be provided by Emrgy with local  
178 oversight by the District.

179 (f) The Parties acknowledge that, in order for the Generating Facilities to  
180 operate economically, the above Operation and Maintenance duties  
181 assigned to District should be conducted. Accordingly, if District does  
182 not perform such duties then Emrgy shall have the right, upon written  
183 notice to District, to reduce the Operation and Maintenance payment  
184 for such period of time the District has not performed the agreed upon  
185 duties.

186 6. Construction; Liens.  
187

188 (a) During the Term, Emrgy shall have the right, at its expense, to construct  
189 and install the Generating Equipment on the Sites and the balance of the System on portions of the  
190 Property permitted under Section 2, and to maintain, use, operate, repair, remove, and replace, all  
191 facilities, structures, equipment, machinery, wires, conduit, cables, poles, materials and other  
192 property required or desirable for the purposes described in Section 2, subject to the terms and  
193 conditions contained in Section 2  
194

195 (b) Emrgy will consult with District regarding the location of any parts of the  
196 System not on the Sites themselves accommodate all reasonable requests by District to relocate  
197 some or all of the System within the areas described in Section 2 under to avoid interference with  
198 District's operations. Upon completion of the System, Emrgy will repair any damage to District's  
199 property or facilities resulting from Emrgy's work. All construction and repair/restoration work  
200 shall be done in accordance with Applicable Law and in a good and workmanlike manner.  
201

202 (c) Emrgy shall keep the Property free and clear of all liens and claims of lien  
203 for labor and services performed on, and materials, supplies and equipment furnished to, the  
204 Property in connection with Emrgy's construction activities, *provided* that Emrgy shall have the  
205 right, within thirty (30) days after Emrgy receives written notice that a lien has been recorded  
206 against the Property (i) to contest such lien and the related claims by appropriate legal proceedings  
207 (in the names of District, Emrgy or both, as appropriate or required), or (ii) pay the related claims  
208 and discharge the lien; provided that if Emrgy elects to contest the lien, it must a bond or other  
209 security permitted under Applicable Law that releases the Property from the lien. District shall

reasonably cooperate in such contest, and Emrgy shall reimburse District for its reasonable out-of-pocket expenses incurred for such cooperation. If Emrgy fails to post the required bond or pay the amount required to release the lien within such thirty (30) day period, District shall have the right to do so on Emrgy's behalf, and Emrgy shall upon demand repay District for the amount so expended. Emrgy shall provide District notice at least five (5) business days prior to the start of any construction activity in order to allow District the time to post notices of non-responsibility in accordance with Applicable Law.

7. Title and Ownership; Taxes.

(a) District represents that it maintains a right-of way that is a legally sufficient interest for Emrgy's use of the Sites and other portions of the Property pursuant to this Agreement. District has not granted to any party other than Emrgy the right to use the flow of water through the Canals or the energy thereof. Emrgy agrees that, except for the rights and interests granted under this Agreement, it has no right, title or interest in the Property or in the water in the Canals.

(b) Without limiting Emrgy's payment obligations to the District under this agreement, the Parties agree that Emrgy is the exclusive owner and operator of the System, as well as the exclusive owner of all electrical output of the System, revenue from the sale of such output, and all Renewable Attributes and Tax Credits related to the System or its output. All Generating Facilities and other equipment and facilities comprising the System shall be and remain the personal property of the Emrgy and shall not become fixtures, notwithstanding the manner in which the System may be installed on or attached to the Property. District agrees that the System and its components shall not be fixtures, even though they may be installed on or attached to the Property, and agrees that it has no right, title or interest in the System or any of its components or in the electrical output or revenue of the System or Renewable Attributes or Tax Credits related to the System or its output.

(c) Emrgy will have the quiet use and enjoyment of the Sites and other portions of the Property for the purposes described in this Agreement during the Term in accordance with, and subject to, the terms of this Agreement, without hinderance or interruption by District or any party claiming by or through District. Any new leases or renewals of existing leases, options to lease or other agreements made, or rights granted by District affecting the Property shall be subject to Emrgy's rights under this Agreement.

(d) Each Party shall be responsible for paying all taxes assessed, if any, against their respective property (real and personal), including such Party's rights or interests in the Property under this Agreement. If a Party fails to pay such taxes when due, and if the failure to pay such taxes could reasonably be expected to have an adverse effect on the other Party, the other Party shall have the right to pay such taxes for the delinquent Party, and the delinquent Party shall promptly reimburse the other Party for any such taxes paid by the other Party.

253 8. Water Flows; Relocation.  
254

255 (a) The Parties acknowledge and agree that the primary purpose of this  
256 Agreement is to enable Emrgy to use the energy generated by the flow of water in the Canals to  
257 generate clean, renewable energy, while not interfering with District's normal operations except  
258 as provided in this Agreement. Accordingly, subject to the availability of water, Force Majeure  
259 and District's operating requirements in the ordinary course of business, District will use its best,  
260 reasonable efforts to flow amounts of water through the Canals at the Sites (the "**Site Flows**") that  
261 are at or above the Design Flows for each Site. Notwithstanding the foregoing Emrgy  
262 acknowledges that there may be shortages of water for a number of reasons beyond District's  
263 control, including drought, Force Majeure events or reductions in allocations to District.  
264

265 (b) The Parties will communicate regularly regarding the expected Site Flows,  
266 including expected flow levels and potential delivery restrictions (both near term and long term),  
267 including diversions, changes in land use or Force Majeure events, that could cause an adverse  
268 deviation from the Flow Duration Curve. Without limiting the foregoing, if District plans to make  
269 alterations that could adversely affect the Site Flows, District shall provide Emrgy written notice  
270 describing such plans and their potential effects in reasonable detail as soon as reasonably  
271 practical. The Parties shall discuss in good faith the options to mitigate any adverse effect on the  
272 Site Flows, including relocation of the Generating Facilities if any of the matters affecting the Site  
273 Flows are expected to have long term effects. Both Parties will make commercially reasonable  
274 efforts to implement such mitigation measures to the greatest extent possible provided, however,  
275 that any mitigation measures shall not create or perpetuate material adverse impacts on District's  
276 irrigation water delivery operations and obligations as used herein with respect to the District.  
277 "commercially reasonable efforts" shall always be measured against, and exercised consistent with  
278 the District's statutory irrigation water delivery obligations recognizing that the District is a state  
279 entity, not a for-profit power generation utility. District represents that, to its knowledge, the Flow  
280 Duration Curve and the other information it previously delivered or made available to Emrgy  
281 regarding the flow of water through the Canals are accurate and complete in all material respects,  
282 and that, to its knowledge, there have been no material adverse changes to the Flow Duration Curve  
283 or such other information since the date of its preparation.  
284

285 (c) The Parties acknowledge that, in order for the Generating Facilities to  
286 operate economically, certain minimum levels of Site Flows are necessary. Accordingly, if the  
287 Site Flows in any calendar quarter are less than the Minimum Flows, Emrgy shall have the right,  
288 upon written notice to District, to reduce the Operating Payment Amount for such calendar quarter  
289 to the lesser of (i) the Operating Payment Amount that is otherwise payable for such calendar  
290 quarter, or (ii) the amount of Gross Revenue after payment of operating expenses and debt service,  
291 for such calendar quarter.  
292

293 (d) If the Site Flows are on average less than the Minimum Flows for four  
294 (4) or more consecutive calendar quarters or for more than six (6) calendar quarters in  
295 any period of twelve (12) calendar quarters, or if there are planned improvements,

diversions or changes in water allocations to District that could reasonably be expected to reduce the average Site Flows below one hundred fifty percent (150%) of the Minimum Flows on a long term (more than three (3) years) or permanent basis, and if the Parties are unable to agree, after good faith negotiations, on alternate sites and/or canals as provided below, Emrgy shall have the right to terminate this Agreement without further liability to either Party. If Emrgy would like to relocate the Generating Facilities, the Parties agree to negotiate in good faith the relocation of all or some of the Generating Facilities to different sites and/or canals owned or operated by the District and attempt to agree upon mutually agreeable terms for such relocation. Should the Parties agree upon relocation, Emrgy shall pay the costs and expenses of relocating the Generating Equipment and other components of the System to the new sites and related property. Should the Parties fail to agree upon relocation, either Party may terminate this Agreement without further liability to either Party.

(e) If the Site Flows are on average less than the Minimum Flows for six (6) or more consecutive calendar quarters or for more than eight (8) calendar quarters in any period of twelve (12) calendar quarters, or if the Parties are unable to agree on alternate sites to which to relocate the Generating Equipment and other components of the System pursuant to Section 7(d), Emrgy shall have the right to terminate this Agreement upon thirty (30) days written notice to District. Any such termination shall be deemed to be “without fault”, and neither Party shall be liable for a termination payment, but each Party will remain responsible for all liabilities and obligations arising before the termination date.

(f) Site Flows will be calculated on a daily basis based on the average of the total flow in a twenty-four (24) hour period and then averaged over the applicable period specified above.

(g) The Parties acknowledge and agree that the Design Flow set forth in Appendix 3 represents the Parties’ best estimate, as of the Effective Date, of the amount of water and rate of flow that will achieve full submergence of and optimal power generation by the Turbines, based on Emrgy’s power generation modeling. On or within three (3) months after the commissioning of the Turbines, the Parties will measure the Site Flow that provides sufficient water depth and speed to achieve optimal power generation from the Turbines, based on Emrgy’s power generation modeling, and the Design Flow will be adjusted to be equal to such measured Site Flow.

#### 9. Activities on the Property; Maintenance; Hazardous Materials.

(a) All activities by Emrgy and its contractors at the Sites and on the Property shall be conducted in a good and workmanlike manner and in accordance with Applicable Law and good industry practices. Emrgy and its contractors will comply with District’s safety and security procedures to the extent they relate to the Property. Emrgy shall keep the Sites and Property clean and free of debris created by Emrgy or its contractors.



(b) Except as otherwise provided in Sections 2 and 8(b) above, all activities by District or its contractors at the Sites and on the Property shall be conducted in a manner that does not interfere with Emrgy's operation of the System or that damages the Generating Equipment or other parts of the System. District will cooperate with Emrgy to enable Emrgy to implement and maintain reasonable safety and security measures around the Sites and on the Property to prevent accidents, interference with the System, theft, vandalism or other actions that are reasonably likely to cause damage to or impair the System. If Emrgy implements such safety and security procedures, District and its contractors will use their best, reasonable efforts to comply with Emrgy's safety and security procedures relating to the Sites.

(c) Each Party shall give the other Party not less than thirty (15) days prior written notice of all planned maintenance activities on such Party's equipment and facilities that could interfere with or adversely affect the other Party's normal operations, including curtailments of Site Flows or activities in the Canals. Each Party shall use commercially reasonable efforts to schedule its planned maintenance so that it will not interfere with or adversely affect the other Party's normal operations and shall accommodate reasonable requests by the other Party to reschedule planned maintenance if reasonably possible. Each Party shall give the other Party not less than five (5) days' notice of any unplanned maintenance that could interfere with or adversely affect the other Party's normal operations, except for emergency repairs, in which case the affected Party shall give the other Party such notice (if any) as circumstances allow.

(d) All maintenance activities by either Party shall be conducted in a good and workmanlike manner, in accordance with Applicable Law and good industry practices and in a manner that will interfere with or adversely affect the other Party's operations as little as reasonably possible.

(e) Neither Party nor its contractors or agents shall use, store, dispose of or Release any Hazardous Materials on the Property, or cause or permit the same to occur, except in such quantities as may be required in its normal business operations and only in full compliance with all Environmental Laws. If either Party causes or is responsible for a Release of Hazardous Materials on the Property, it will promptly take all actions, at its sole expense, required under the Environmental Laws, to remediate such Release and shall indemnify the other Party for costs and expenses related to such Release as provided in Section 11(b) below. To District's knowledge, as of the Effective Date, there are no Releases or threatened Releases of Hazardous Materials on the Property, and all prior Releases of Hazardous Materials on the Property, if any, have been remediated in accordance with Applicable Law.

10. End of Term. Upon the expiration of the Term or earlier termination of this Agreement, Emrgy shall surrender and return the Property to District and, if it has been installed, shall remove the System from the Property at Emrgy's sole cost and expense unless the Agreement was terminated due to an Event of Default where District is the Defaulting Party, in which case removal shall be at District's expense).

382           11.   Representations of the Parties. Each Party represents and warrants to the other  
383 Party as follows:

384  
385           (a)   District represents that it is an irrigation district duly existing and in good  
386 standing under the laws of the State of New Mexico. Emrgy represents that it is a limited liability  
387 company, duly existing and in good standing under the laws of the State of Delaware and  
388 authorized to conduct business in the State of New Mexico.

389  
390           (b)   Each Party has taken all necessary action to duly authorize, execute and  
391 perform its obligations under this Agreement. This Agreement constitutes a valid and binding  
392 agreement of such Party, enforceable against it in accordance with its terms.

393  
394           (c)   Each Party's execution, delivery and performance of this Agreement does  
395 not and will not (i) require any consent or approval not heretofore obtained under any document  
396 to which such Party is a party or by which it is bound, (ii) violate any Applicable Law, or (iii)  
397 conflict with, or constitute a breach or default or permit the acceleration of obligations under any  
398 agreement, contract, lease, judgment, decree, or other document by which such Party is bound or  
399 regulated.

400  
401           (d)   There is no legal proceeding or regulatory action pending, or, to such  
402 Party's knowledge, threatened, against or affecting such Party that, if adversely determined, would  
403 impair the enforceability of this Agreement against such Party or otherwise interfere with its  
404 performance hereunder.

405  
406           12.   Insurance; Indemnity.

407  
408           (a)   At all times during the Term, Emrgy shall maintain the insurance listed on  
409 Appendix 3. On the Effective Date and on each anniversary of the Effective Date, and on such  
410 other occasions as the District may reasonably request, Emrgy shall deliver to the District a  
411 certificate evidencing the insurance required to be maintained by it hereunder.

412                   (b)   As between the Parties, each Party acknowledges it will be  
413 responsible for claims or damages arising from personal injury or damage to  
414 persons or property to the extent they result from negligence of its employees or  
415 agents. The liability of the District shall be subject in all cases to the immunities  
416 and limitations of the New Mexico Tort Claim Act. Section 41-4-1 NMS 1978 as  
417 amended.

418           13.   Casualty.

419  
420           (a)   If all or any part of the System is damaged or destroyed by a casualty or  
421 other cause, Emrgy shall have the right, but not the obligation, to repair, restore, replace and/or  
422 remove any or all of the damaged equipment or facilities in such manner and on such schedule as  
423 Emrgy may determine in its discretion; provided, however, that Emrgy shall not leave any  
424 damaged equipment or facilities on the Property in a condition that presents any material danger

of personal injury or property damage. All proceeds of any insurance carried by Emrgy with respect to System shall be Emrgy's sole property, and District shall have no interest therein. If Emrgy elects to repair or replace the damaged equipment or facilities, this Agreement shall continue in full force and effect without modification. If, however, Emrgy elects not to repair or replace the damaged equipment or facilities, Emrgy may elect, by written notice to District, (i) to remove the particular Site or Sites that are affected from this Agreement or (ii) if Emrgy determines that it is not commercially reasonable to continue operating the System, to terminate this Agreement without further liability to either Party.

(b) If all or any part of the Canals or District's equipment or facilities is damaged or destroyed by a casualty or other cause, District shall have the right, but not the obligation, to repair or restore the damaged portion of the Canals.. All proceeds of any insurance carried by District with respect to the Canals or its equipment or facilities shall be District's sole property, and Emrgy shall have no interest therein. If District elects to repair, restore or replace the damaged Canals or other equipment or facilities, this Agreement shall continue in full force and effect without modification; provided, however, that if the damage reduces Site Flows below Minimum Flows, the provisions of Section 8 shall apply.

#### 14.

15. Force Majeure. To the extent either Party is prevented by Force Majeure from performing, in whole or part, its obligations under this Agreement (other than obligations for the payment of money), such Party (the "**Claiming Party**") shall give written notice and a description of the Force Majeure to the other Party as soon as practicable (and in any event within ten (10) days after it becomes aware of the Force Majeure). Provided the Claiming Party has given the required notice, it shall be excused from the failure of performance prevent by the Force Majeure to the extent and for the duration that performance was prevented. The Claiming Party will use commercially reasonable efforts to eliminate, avoid or mitigate the Force Majeure circumstance, and to perform its obligations to the maximum extent reasonably possible taking into account the Force Majeure, *provided* that neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole discretion.

#### 16. Default; Termination.

(a) Each of the following events occurring during the Term shall constitute an "**Event of Default**" under this Agreement:

(1) the failure of a Party (the "**Defaulting Party**") to pay amounts required to be paid by such Party hereunder when due, if such failure has continued for thirty (30) days after written notice from the other Party (the "**Non-Defaulting Party**");

(2) the failure by the Defaulting Party to comply with the terms of or perform its obligations under this Agreement to be observed, kept or performed by the Emrgy, if such failure has continued for thirty (30) days after written notice from the Non-Defaulting Party; *provided* that, if such failure cannot reasonably be cured within such thirty (30) day period, such longer period, not to exceed an additional ninety (90) days, as may be reasonably necessary to cure such failure;

(3) the Defaulting Party files a petition for reorganization or liquidation or institutes any other voluntary proceeding seeking protection under the bankruptcy laws of the United States or any other jurisdiction, makes a general assignment for the benefit of creditors, or is or is deemed to be insolvent under any state or federal law; or

(4) An involuntary petition in bankruptcy or a request for the appointment of a receiver is filed against the Defaulting Party, and such involuntary petition or request is not dismissed within 60 days after filing.

Upon the occurrence and during the continuation of an Event of Default by a Defaulting Party, the Non-Defaulting Party may elect (i) to recover damages, (ii) to specifically enforce the Defaulting Party's covenants or obtain other equitable relief, or (iii) to terminate this Agreement upon ten (10) days written notice to the Defaulting Party; *provided* that if Emrgy is the Defaulting Party and the Event of Default can be cured by the payment of damages or resulted from an immaterial failure to perform an obligation that is incapable of cure, then District's sole remedy with respect to such failure shall be the recovery of damages; *provided, further*, that the failure to pay any such damages shall constitute a separate monetary Event of Default hereunder. If Emrgy is the Defaulting Party and this Agreement is terminated by District as a result, Emrgy shall remove the System from the Property at the Emrgy's expense.

(b) A Defaulting Party may cure any monetary Event of Default by depositing the amount claimed to be unpaid in escrow with a reputable third party escrow, or by interpleading the same, which amount shall remain undistributed until final decision by a court of competent jurisdiction or upon agreement by the Parties. No such deposit shall constitute a waiver of the Defaulting Party's right to dispute a claimed Event of Default or to institute legal action to recover such amounts.

(c) No failure by a Party to insist upon the strict performance of any term of this Agreement or to exercise any right, power or remedy consequent upon an Event of Default or any breach hereof by the other Party shall constitute a waiver of such Event of Default or breach. No waiver of any Event of Default or breach shall be deemed a waiver of any subsequent Event of Default or breach.

17. No Consequential Damages. THE PARTIES CONFIRM THAT THE EXPRESS

511 REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY  
512 THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH  
513 AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS  
514 REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE  
515 REMEDY. EXCEPT FOR INDEMNITY LIABILITIES TO UNRELATED THIRD PARTIES  
516 AND, IF APPLICABLE, PAYMENT OF FINES AND RECAPTURE OF TAX CREDITS,  
517 NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE,  
518 EXEMPLARY OR INDIRECT DAMAGES, LOST REVENUES OR PROFITS OR OTHER  
519 BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT,  
520 UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE LIMITATIONS HEREIN  
521 ON REMEDIES AND THE MEASURE OF DAMAGES SHALL APPLY WITHOUT REGARD  
522 TO THE CAUSES THEREOF, INCLUDING THE NEGLIGENCE OF ANY PARTY,  
523 WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR CONCURRENT, OR ACTIVE OR  
524 PASSIVE.

525  
526 18. Assignment

527  
528 (a) Neither Party shall assign this Agreement or its rights, interests and  
529 obligations hereunder without the prior written consent of the other Party, which shall not be  
530 unreasonably withheld, except that (i) either Party may assign this Agreement and its rights,  
531 interests and obligations hereunder to an Affiliate of or successor by merger to such Party without  
532 the consent of the other Party, and (ii) Emrgy may assign this Agreement and its rights, interests  
533 and obligations hereunder to a Emrgy Mortgagee as provided in subsection (b) below. Any  
534 assignee (other than a Emrgy Mortgagee) shall assume in writing all of the assignor's obligations  
535 under this Agreement, whether or not consent is required hereunder, and a copy of the written shall  
536 be delivered to the non-assigning Party on or before the effective date of the assignment. Upon  
537 the effective date of an assignment permitted hereunder, the assignor shall be released from all  
538 further obligations under this Agreement accruing from and after the effective date of the  
539 assignment.

540  
541 (b) If Emrgy assigns, mortgages or grants a security interest in the System  
542 or its rights and interests under this Agreement to a lender, and if  
543 requested by the lender, the District will enter into a consent to  
544 assignment on such reasonable terms and conditions as the Parties may  
545 mutually agree.

546  
547  
548 19. Confidentiality; Public Statements.

549  
550 (a) Except to the extent required by Applicable Law, District shall maintain in  
551 confidence, and shall not disclose or permit the use by others of, all information pertaining to the  
552 terms of this Agreement or the design, construction, operation, output or availability of the  
553 Generating Facilities or the balance of the System, whether disclosed by Emrgy or discovered by

District, unless such information is in the public domain by reason of prior publication through no act or omission of the District or its employees or agents or the breach of a confidentiality obligation by any Person; *provided* that District may disclose such information (a) to District's lenders, attorneys, accountants and other financial advisors solely for use in connection with their representation of District in connection with this Agreement and who have agreed to keep such information confidential, or (b) pursuant to legal process, request for inspection of records under the Inspection of Public Records Act (IRPA), subpoena or court order requiring such disclosure, after first advising Emrgy in order that Emrgy may take such actions as Emrgy may deem appropriate in order to protect the confidentiality of the information required to be so disclosed. The provisions of this Section 18 shall survive the expiration of the Term and any termination of this Agreement.

(b) Without the express consent of both Parties, neither Party shall make or publish any press release or other public statement or notice regarding this Agreement or the transactions contemplated hereby.

20. Successors and Assigns. Subject to Section 17 this Agreement and the rights and obligations thereunder shall bind and benefit the successors and assigns of each Party and shall run with the Property for the Term.

21. Estoppel Certificates. Within fifteen (15) days following the written request from either Party to the other Party (the requesting party being referred to as the "**Requesting Party**" and the party to which the request is made being referred to as the "**Responding Party**"), the Responding Party shall execute and deliver to the Requesting Party an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if modified, stating with particularity the modifications), (b) certifying that all payments due and payable by the Requesting Party hereunder have been paid (or, if not, stating what amounts remain unpaid), (c) certifying that, to the Responding Party's knowledge, there are no uncured Events of Default by the Requesting Party (or, if any uncured Events of Default exist, stating with particularity the nature thereof), and (d) containing any other certifications as may reasonably be requested by the Requesting Party. Any such certificates may be conclusively relied upon by the Requesting Party or any lender to the Requesting Party, including any current or prospective Emrgy Mortgagee. The failure of the Responding Party to deliver any such certificate within such time shall be conclusive upon the Responding Party that (a) this Agreement is in full force and effect and has not been modified, (b) all payments due and payable hereunder by the Responding Party have been paid through the date of the request made by the Requesting Party, (c) there are no uncured Events of Default by the Requesting Party, and (d) the other certifications so requested are true and correct.

22. Further Assurances. Each Party agrees to perform all such acts (including executing and delivering instruments and documents) as reasonably may be necessary to fully effectuate the purposes and intent of this Agreement, including consents to assignments, pledges or transfers permitted under this Agreement. The Parties shall also cooperate in obtaining any permits, consents or entitlements from Governmental Authorities necessary for the construction or

operation of the System. No such additional acts required of either Party shall require such Party to incur additional costs without reasonable assurance of reimbursement.

23. Recording. Contemporaneously with or promptly following the execution and delivery of this Agreement, Emrgy shall duly execute and record a memorandum of this Agreement in the form of Exhibit B in the official real estate records of the county in which the Property is located.

24. Entire Agreement; Amendment. This Agreement, together with its attached Appendices and Exhibits, constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are superseded by and merged in this Agreement, and are of no force or effect. No amendment or modification of this Agreement shall be effective unless set forth in writing and signed by both Parties.

25. Survival. Except as otherwise provided herein, any termination of this Agreement pursuant to the terms hereof shall not release either Party from liabilities, obligations or indemnities arising prior to the effective date of such termination or which expressly survive the termination of this Agreement.

26. Governing Law. This Agreement shall be governed by the laws of the State of New Mexico, without reference to principles of conflict of laws.

27. Notices. All notices, requests or other communications required or permitted hereunder shall, unless otherwise provided herein, be in writing, shall be (a) personally delivered, (b) delivered by reputable overnight courier, (c) sent by United States mail, registered or certified, return receipt requested and postage prepaid, or (d) sent by email, addressed to the parties at the addresses set forth in the "Commercial Terms" above or such other address as a Party may specify from time to time by like notice. Notices received on a day that is not a Business Day or after 5:00 p.m., local time, on a Business Day shall be received on the following Business Day.

28. Transactions Costs. Each Party agrees to bear its own attorneys' fees, consultants' fees, and other costs associated with negotiating, drafting, and executing this Agreement.

29. No Partnership. Nothing contained in this Agreement shall be construed to create trust or partnership relationship between the Parties.

30. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute a single instrument. This Agreement will be deemed executed by a Party upon the unconditional delivery to the other Party of a manually or electronically signed copy of the signature page to this



640 Agreement, for which purpose delivery of an electronic image of such signed copy in “PDF” of  
641 similar electronic format is deemed sufficient.

642

643

*[Signature page follows this page]*

644  
645  
646  
647

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

Middle Rio Grande Conservancy District

MRGCD Project 2, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

648

APPENDIX 1

Defined Terms

As used in the Agreement to which this Appendix 1 is attached, the following terms shall have the meanings set forth below:

**“Affiliate”** means in relation to any Person (the **“relevant Person”**) means any other Person (i) that, directly or indirectly, Controls, is Controlled by or is under common Control with the relevant Person, (ii) that beneficially owns or Controls more than half of the voting capital stock of the relevant Person, or (iii) of which more than half of the voting capital stock is owned or Controlled by the relevant Person.

**“Applicable Law”** means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, governmental approval, consent or requirement of any Governmental Authority, enforceable at law or in equity, along with the official interpretation and administration thereof by any Governmental Authority.

**“Business Day”** means any day other than a Saturday, Sunday or a day on which the commercial banks are authorized or required to close in Albuquerque, New Mexico or Atlanta, Georgia.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Commercial Operation Date”** means the date on which Generating Equipment constituting at least eighty percent (80%) of the generating capacity of the System has begun delivering electrical energy in commercial quantities, excluding deliveries of electrical energy for testing purposes.

**“Control”, “Controls”, and “Controlled”** means, with respect to any Person, the possession, directly or indirectly, of the power to cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract, family relationship or otherwise.

**“Design Flows”** means the median daily Site Flows as shown on Appendix 3.

**“Environmental Law”** means any Applicable Law as now or hereafter in effect relating to (a) pollution, Releases or threatened Releases, discharges, emissions of Hazardous Materials, contaminants, chemicals or wastes into the environment in any way (including ambient air, soil, surface water, ground water, wetlands, land or subsurface strata), (b) the regulation or protection of air, surface water, groundwater, wetlands, land, soil, human health, safety (in respect of the environment), natural resources, cultural or archaeological resources or artifacts, wildlife, flora, fauna or the environment or (c) the generation, manufacture, processing, distribution, use, handling, treatment, storage, disposal, arrangement for disposal or transportation of Hazardous Materials.

688           **“Flow Duration Curve”** means a graph or other representation showing the number of days  
689 per Seasonal Period or year, as applicable, that the Site Flows are likely to equal or exceed the  
690 Design Flows as defined in Appendix 3.

691           **“Force Majeure”** means any act or condition not reasonably expected to occur and beyond  
692 the reasonable control of, and not the result of the negligence or fault of, the Person affected by  
693 the act or condition, including without limitation acts of God or the elements, fire, earthquake,  
694 flood, hurricane, tornado, ice, drought. other abnormal weather conditions, epidemics, pandemics,  
695 strikes, lockouts or other labor disputes of a national or regional nature; delays in transportation;  
696 war, terrorism, sabotage, civil strife or other violence.

697           **“Governmental Authority”** means any federal, state, regional, county, town, city, or  
698 municipal government, or quasi-governmental authority, whether domestic or foreign, or any  
699 department, agency, bureau, or other administrative, regulatory or judicial body of any such  
700 government.

701           **“Gross Revenue”** means the total income a District generates, and collects, through power  
702 purchase agreements and renewable energy certificates.

703           **“Hazardous Materials”** means any petroleum-based or petroleum-derived products,  
704 flammable explosives, radioactive materials, asbestos, urea formaldehyde foam insulation and  
705 transformers or other equipment that contain dielectric fluid containing levels of polychlorinated  
706 biphenyls (PCBs) or any other chemical, substances, waste, contaminants or materials that are  
707 listed, defined, designated, classified or regulated as hazardous, radioactive or toxic, or as a  
708 pollutant or contaminant, under or pursuant to any Environmental Law.

709           **“Maximum Usable Flow”** means two hundred percent (200%) of the applicable Design  
710 Flow.

711           **“Minimum Flows”** means fifty percent (30%) of the Design Flows for a given Site.

712           **“Operating Term”** means the Initial Operating Term and, as applicable, the First Extended  
713 Term and the Second Extended Term.

714           **“Person”** means any individual, corporation, partnership, joint venture, association, joint-  
715 stock company, trust, unincorporated organization, limited liability company or government or  
716 other entity.

717           **“Quarterly Payment Dates”** means each January 31, April 30, July 31 and October 31  
718 during the Term, or, if any such date is not a Business Day, the next Business Day.

719           **“Release”** means any releasing, spilling, leaking, pumping, pouring, placing, emitting,  
720 emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment,  
721 whether intentional or unintentional, negligent or non-negligent, sudden or non-sudden, accidental  
722 or non-accidental.

723           ***“Renewable Attributes”*** means environmental attributes and credits (or both), including all  
724 renewable energy credits, “green tags” and other fuel, emissions, air quality or other environmental  
725 characteristics, credits, benefits, reductions, offsets and allowances (whether now existing or  
726 enacted in the future), certificates or similar items such as those for greenhouse gas reduction or  
727 the generation of renewable energy, alternative energy or “green power,” resulting from the  
728 generation of a quantity of electricity or the avoidance of the emission of any gas, chemical or  
729 other substance to the air, soil or water attributable to such generation, *provided* that “Renewable  
730 Attributes” shall not include Tax Credits.

731           ***“Seasonal Period”*** means the months of April to November, or such shorter or longer  
732 period equal to the irrigation season determined by the District, based on environmental conditions  
733 and/or irrigation demand.

734           ***“Site Flows”*** has the meaning defined in Section 8(a).

735           ***“Tax Credits”*** means federal production tax credits now or in the future available under  
736 Section 45 of the Code, production tax credits under similar provisions of state or local law, federal  
737 investment tax credits now or in the future available under Section 48 of the Code, investment tax  
738 credits under similar provisions of state or local law, together with any successor provisions of the  
739 Code and such state, or local laws, tax abatements received from any state or local governmental  
740 entity, and any financial benefits Emrgy may be entitled to as a result of any of the foregoing.

APPENDIX 2

Insurance Requirements

Workers' Compensation Insurance. Workers' Compensation Insurance as required by state laws, and Employer's Liability (including Occupational Disease) coverage with limits of One Million Dollars (\$1,000,000) per occurrence.

Commercial General Liability Insurance. Commercial General Liability Insurance, including bodily injury, property damage, independent contractor's liability, products/completed operations, contractual liability and personal injury liability with a limit of not less than Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate.

Automobile Liability Insurance. Automobile Liability Insurance including coverage for owned, non-owned and hired automobiles with a combined single limit of not less than One Million Dollars (\$1,000,000) per accident.

The required amounts of insurance may be satisfied by purchasing coverage in the amounts specified, by purchasing excess coverage or by any combination thereof, so long as such insurance meets the aggregate requirements specified herein. Such insurance may also be provided as part of a blanket policy covering other properties. With the exception of the workers' compensation and employer's liability insurance, Emrgy shall name the District as an additional insured under the policies described above

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APPENDIX 3

Design Flows

<u>Site</u>	<u>Design Flow</u>
Socorro Main Canal	[ ] cfs

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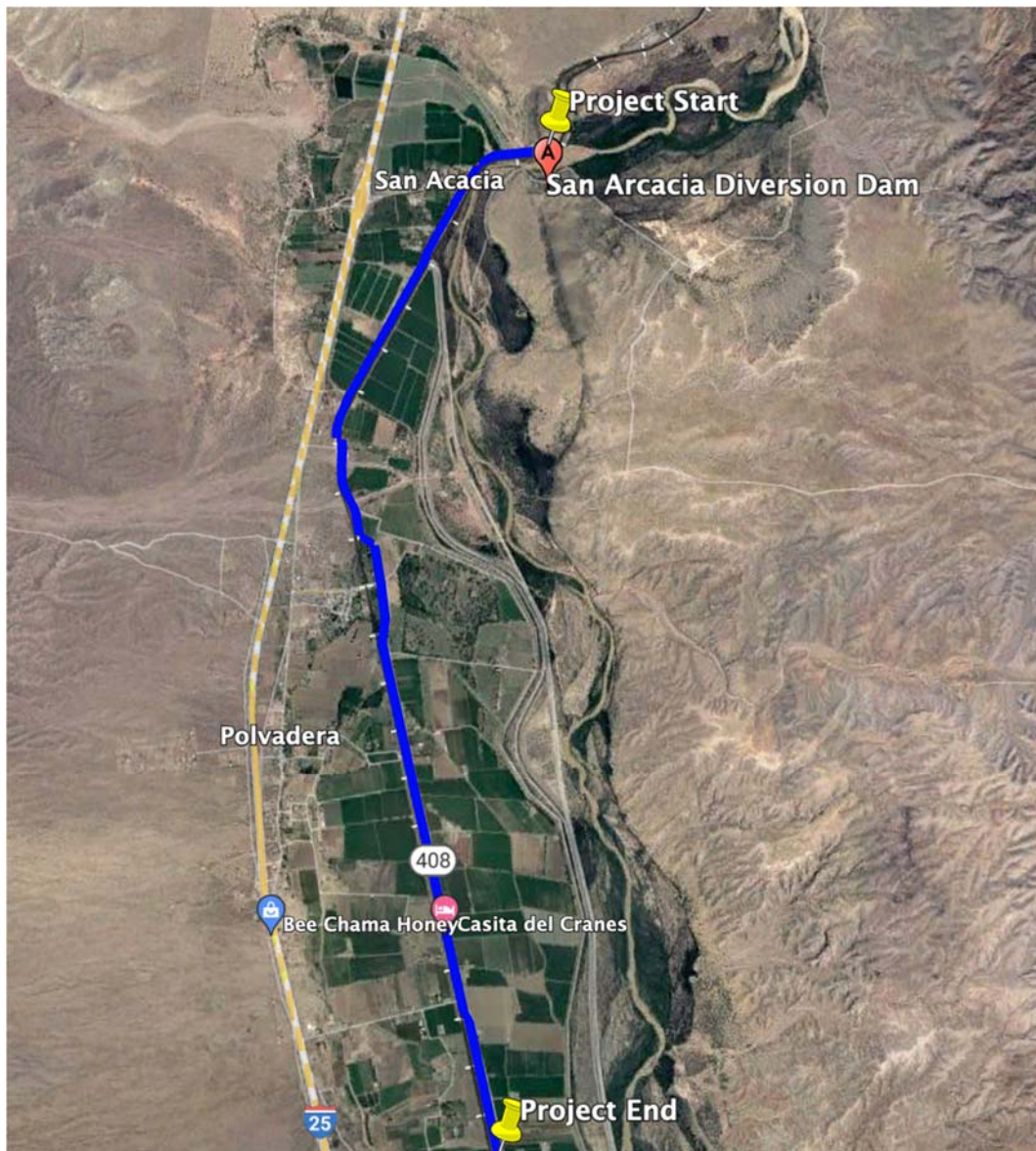
EXHIBIT A

Depiction of Property, Canals, Generating Equipment Locations

Project Start: 34°15'27.56"N 106°53'13.75"W

Project End: 34° 9'52.58"N 106°54'2.62"W

The map in Exhibit below is indicative of the project area. The project is bound between the diversion from the Rio Grande at the San Acacia Diversion structure and 6-7 miles downstream of that site within the Socorro Main Canal. The project includes 40-80 Emrgy turbines, totalling 200kW - 500kW. Final project boundaries will be provided for acknowledgement and approval prior to construction. Emrgy is also interested in exploring other sites that MRGCD staff recommend as a good opportunity for relining.



*[Exhibit to show canal areas and onshore areas where equipment and transmission lines will be located]*

EXHIBIT B

Form of Memorandum of Agreement

**RECORDING REQUESTED BY AND  
AFTER RECORDING RETURN TO:**

Emrgy, Inc.  
75 5th Street NW, Ste. 2210  
Atlanta, GA 30308  
Attention:

**MEMORANDUM OF SITE HOSTING AGREEMENT**

THIS MEMORANDUM OF SITE HOSTING AGREEMENT (this “**Memorandum**”), dated as of \_\_\_\_\_, 2024 (the “**Effective Date**”), is made and entered into by and between Middle Rio Grande Conservancy District (“**District**”) and MRGCD Project 2, LLC (“**Emrgy**”). District and Emrgy are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

**RECITALS**

A. District and Emrgy have entered into that certain Site Hosting Agreement dated as of the Effective Date (the “**Agreement**”) with respect to the real property located in the County of Sandoval in the State of New Mexico, generally depicted on Exhibit A attached hereto (the “**Property**”).

B. District and Emrgy have executed and recorded this Memorandum in order to provide constructive notice of the Agreement and Emrgy’s rights and interests thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, District and Emrgy agree as follows:

1. Definitions. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Agreement.

2. Rights to Use the Site. District hereby grants and conveys to Emrgy, for the duration of the Term, the following easements:

(a) to construct, install, operate and maintain the Generating Equipment in the Sites depicted on Exhibit A;

(b) to use the flow of water through the portion of the Canals shown on Exhibit A to operate the Generating Equipment;

(c) to access the Sites over the Property for the purpose of constructing, installing, operating and maintaining the Generating Equipment and for the other purposes described in the Agreement;

(d) to inspect and survey the Sites and the Property, to evaluate the hydroelectric potential of the Sites, and to perform environmental, geotechnical, electrical interconnection and transmission studies and tests;

(e) to construct, install, operate and maintain overhead, surface and underground electrical distribution, collection, and transmission lines and telecommunications equipment in, on or over the areas designated on Exhibit A as "Transmission"; and

(f) to stage construction and temporarily store materials, tools and equipment for the construction and installation of the Generating Equipment, including parking vehicles and installing temporary crane pads, construction trailers and other temporary structures in the areas designated on Exhibit A as "Staging".

3. Term. This Agreement shall be for an initial term commencing on the Effective Date and continuing until the earlier of (i) the Commercial Operation Date, or (ii) the third anniversary of the Effective Date. If the Commercial Operation Date has not occurred by the third anniversary of the Effective Date, the Agreement will terminate on that date. Upon the occurrence of the Commercial Operation Date, the Term will be automatically extended for an additional period, commencing with the Commercial Operation Date through the twentieth (20th) anniversary of the last day of the month in which the Commercial Operation Date occurs. The Agreement is subject to two (2) further options to extend the Term for five (5) years each.

4. Other Terms. The Agreement and all of the terms and conditions thereof are hereby incorporated herein by reference. In the event of any conflict between the terms and conditions of the Agreement and of this Memorandum, the terms and conditions in the Agreement shall control.

5. Governing Law. The Agreement is governed by the laws of the State of New Mexico, without reference to principles of conflict of laws.

6. Successors and Assigns. The Agreement and the rights and obligations thereunder shall bind and benefit the successors and assigns of each Party and shall run with the Property for the Term.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first set forth above.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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*[Signatures to be notarized]*

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894 EXHIBIT C  
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896 Contingencies for Project to enter Initial Operating Period  
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898 Below are a number of contingencies that are required in order for the Initial Operating Period to  
899 commence:  
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- 901 1. Emrgy must secure grant funding of at least 50% of the total capital expenditure of the  
902 concrete or alternative relining of the Socorro Main Canal section that is described by  
903 Exhibit A. Funding will be targeted through avenues such as USBR, State Funding,  
904 Department of Energy, United States Department of Agriculture, or other sources of  
905 funding including private investment.  
906 2. Interconnection of the System must be approved by the Socorro Electric Cooperative.  
907 3. The Socorro Electric Cooperative must agree to purchase the power generated by the  
908 System and sign a Power Purchase Agreement with Emrgy.  
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EXHIBIT D

Total Expected Capacity of Phased Development

Emrgy, through hydropower and floating solar power assessments considering multiple types of power generating equipment, has evaluated the total capacity of Middle Rio Grande Conservancy District's infrastructure to be 45 megawatts.

Emrgy estimates, of the 45 MW of available potential capacity, that 9 MW is hydropower, and 36 MW is floating solar power.

Emrgy proposes to phase the development of these 45 megawatts into the phases described below:

Phase 1: Projects that include hydrokinetics and floating solar, within existing facilities that do not require modernization.

Phase 2: Projects that include hydrokinetics and floating solar, within existing facilities and facilities that require modernization efforts such as canal re-lining.

Phase 3: Projects that include hydrokinetics, floating solar, and technology currently under research and development, within existing facilities, facilities that require modernization efforts such as canal re-lining, and new facilities designed to capitalize on the water allocation of Middle Rio Grande Conservancy District.

Phasing of all projects will be separated into project specific Site Hosting Agreements. This will allow all parties to benefit from project specific terms and conditions, protecting all entities from the liability associated.

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT**

**REGARDING THE USE OF ELECTRIC-ASSISTED BICYCLES (E-BIKES) AND POWERED  
MICROMOBILITY DEVICES ON MIDDLE RIO GRANDE CONSERVANCY DISTRICT (MRGCD)  
LANDS AND FACILITIES**

**M-07-08-24-210**

**WHEREAS;** the mission of the MRGCD is to maintain and manage irrigation, drainage and river flood control in the Middle Rio Grande Valley, promote efficient and responsible water management, protect the environment, wildlife and endangered species in cooperation with other local, state and federal agencies and provide multi-use recreational opportunities within the Middle Rio Grande valley in partnership with local governments; and

**WHEREAS;** the MRGCD owns and manages 30,000 acres of bosque in Sandoval, Bernalillo, Valencia and Socorro Counties, including the Rio Grande Valley State Park, Corrales Bosque Preserve, Los Lunas Bosque Open Space Preserve and Socorro Riverine Parks, which are co-managed with local government entities for low impact and non-motorized recreation opportunities; and

**WHEREAS;** the Rio Grande and adjacent bosque are a continentally significant ecosystem supporting over 400 wildlife species, including five Federally threatened and endangered species; and

**WHEREAS;** e-bike and micromobility devices have grown in popularity and could provide transportation and recreation opportunities for mobility-challenged and other cyclists; and

**WHEREAS;** e-bikes and micromobility devices are equipped with motors and are commonly heavier with larger tires than conventional bicycles, with potentially greater impacts to trails and top speeds of almost 30 mph that present a documented danger to other trail users and wildlife, particularly on shared use trails with limited sight distance such as those in the bosque; and

**WHEREAS;** City of Albuquerque Council Bill No. C/S O-24-14 states that "Bicycles, class 1,2 and 3 e-bikes and powered micromobility devices are not permitted in areas, trails, paths, roads or racecourses that have shared use agreements or co-management responsibilities without permission from the partner organizations(s) and unless a sign has been posted indicating such use is allowed;" and

**NOW THEREFORE, BE IT RESOLVED** that the MRGCD Board of Directors does hereby prohibit the use of (riding) e-bikes and micromobility devices on all trails, paths, areas or roads on MRGCD-owned and controlled lands and facilities. The MRGCD Board of Directors may consider proposals to permit use of e-bike and micromobility devices on designated, paved (i.e. asphalt or concrete surfaced) recreation trails managed by local government entities on MRGCD lands, pending the results of public input processes and trail manager support and approval.

**DATED AND RESOLVED** this 8<sup>th</sup> day of July 2024.

**MIDDLE RIO GRANDE CONSERVANCY DISTRICT**

\_\_\_\_\_  
Stephanie Russo Baca, Chair of the Board

**ATTEST:**

\_\_\_\_\_  
Jason M. Casuga, CE/CEO



**STATE OF NEW MEXICO  
OFFICE OF THE STATE ENGINEER**

CONCHA ORTIZ Y PINO BUILDING, 130 SOUTH CAPITOL, SANTA FE, NM 87501  
TELEPHONE: (505) 827-6091

**MIKE A. HAMMAN, P.E.  
STATE ENGINEER**

Mailing Address:  
P.O. Box 25102  
Santa Fe, NM 87504-5102

June 28, 2024

Jason Casuga, Chief Engineer/CEO  
Middle Rio Grande Conservancy District  
P.O. Box 581  
Albuquerque, NM 87103

**RE: Depletion Reduction Programs and the Rio Grande Compact**

Dear Mr. Casuga:

Thank you for the Middle Rio Grande Conservancy District's (MRGCD) efforts to implement voluntary depletion-reduction programs. I am writing to provide an explanation from the New Mexico Office of the State Engineer (NMOSE), of the reasons farmer-members of the MRGCD should participate in such voluntary programs in order to facilitate deliveries under the Rio Grande Compact (Compact) to Elephant Butte Reservoir.

As you are aware, the State of New Mexico is obligated to deliver a quantity of water each year to Elephant Butte Reservoir. The precise obligation is calculated through an index set forth at Article IV of the Compact, as modified through the resolutions of the Rio Grande Compact Commission. New Mexico is currently in an accrued debit status, and depletions must be restricted if we are to meet the delivery obligations and climb out of the debit.

New Mexico's ability to store water upstream in post-1929 reservoirs is also restricted based on two different metrics. Article VII of the Compact prohibits junior upstream storage when usable water in Rio Grande Project storage (water in Elephant Butte and Caballo reservoirs combined) is less than 400,000 acre-feet. Additionally, under Article VI of the Compact, when New Mexico's accrued delivery status is negative, or in debit, New Mexico must reserve for the Lower Rio Grande any native water stored, up to the amount of the debit, before we can store any native water for use in the middle Rio Grande.

These restrictions have real consequences for MRGCD because El Vado Reservoir is a post-1929 reservoir. In other words, when New Mexico is in Compact debit status and/or Rio Grande Project storage is less than 400,000 acre-feet, MRGCD cannot store native water under its El Vado storage permit. Thus, for these reasons alone, it is in the interest of MRGCD's members to facilitate reducing depletions in the middle Rio Grande to help deliver more water to Elephant Butte and climb out of Compact debit status.



There are potentially greater consequences for New Mexico's water users if New Mexico's accrued compact debit status climbs above 200,000 acre-feet. New Mexico's Compact debit is currently 121,500 acre-feet. That number has grown steadily since 2018, when the Compact debit stood at near zero acre-feet.

Article VI of the Compact states that New Mexico's compact debit "shall not exceed 200,000 acre-feet at any time." While the Compact does not specify Texas's remedy should New Mexico violate this provision, there is reason to believe that the remedy Texas would seek would be extraordinarily painful for nearly all water users in the middle Rio Grande.

Under U.S. Supreme Court precedent, the use of water rights under state law is subordinate to a state's obligations under an interstate compact. In *Hinderlider v. La Plata River & Cherry Creek Ditch Co.*, 304 U.S. 92, 108 (1938) the Supreme Court ruled that a State could curtail uses by senior water users when necessary to honor interstate obligations, because no user within a state is entitled to use any greater right than the state's equitable share under the compact.

If New Mexico exceeds the 200,000 acre-foot threshold, Texas could file an original action against New Mexico seeking an injunction requiring New Mexico to take all actions necessary to deliver water to Texas until the debit falls below 200,000 acre-feet. While it would be impossible to know what relief a court would ultimately order, all diversions of native surface or groundwater within the middle Rio Grande, other than Pueblo water rights, could be vulnerable to a Compact call.

The only water rights that would not be subject to curtailment in the event of a Compact call would be Pueblo water rights, which are protected against impairment under Article XVI of the Compact, and San Juan-Chama Project (SJC) contract allocations, which are protected under Article X of the Compact. The amount of SJC water that MRGCD could use, however, would be limited to MRGCD's SJC allocation in that year, any carryover SJC storage from previous allocations, or any leased water acquired from other SJC contractors.

The use of groundwater wells, including pre-basin wells and wells with pre-1907 rights, for irrigation, stock, municipal, and domestic use would all be vulnerable to a Compact call as well. This would have an impact on many farmers and ranchers, as well as many municipalities. While New Mexico would seek to protect the ability of municipal and domestic users to utilize water indoors, there could be extreme restrictions on other municipal and domestic uses of water, such as outdoor watering or washing cars.

The scenario outlined above represents a worst-case scenario that would have extremely negative consequences for all New Mexicans within the middle Rio Grande. Most non-Pueblo farms could receive little, if any, surface water, and could not use wells; livestock watering could be negatively affected; and municipalities and domestic users could see extreme water rationing and the potential loss of trees and other vegetation.

The NMOSE and New Mexico Interstate Stream Commission (NMISC) are committed to doing everything possible to prevent these scenarios from occurring. The New Mexico State Legislature has appropriated to the agency significant funding to address the river channel, drains and the Low Flow Conveyance Channel to increase delivery efficiencies to Elephant Butte Reservoir. Funding

Mr. Jason Casuga  
June 28, 2024  
Page 3 of 3

was also allocated to encourage interim fallowing to provide financial incentives for MRGCD farmers who may otherwise lose crops during shortages. This investment is intended to compliment the extensive efforts of MRGCD to reduce depletions in accordance with available supplies and with an eye toward assisting the state in meeting the annual Compact delivery requirement. We are aware of the MRGCD's efforts to bring its farmers into compliance with its own Water Distribution Policy through more investments in metering, monitoring and education and we are willing to assist with these conservation programs and provide state dollars to help leverage federal grants for these purposes. Those activities will go a long way towards preventing a breach of the 200,000 acre-foot threshold.

Ultimately, the NMOSE and NMISC will also seek to work with all major water users on planned management of available surface water and groundwater based on hydrologic and Compact conditions, including shortage sharing, to ensure that New Mexico is never in danger of crossing the threshold, while also giving water users certainty about the amount of water they will be able to use under given hydrologic conditions. In other basins in New Mexico (including the lower Rio Grande and Pecos), litigation over alleged compact violations has cost the state and water users millions of dollars.

Ultimately, regardless of whether litigation takes place, reducing depletions and managed shortage sharing, as well as improving infrastructure, are the best avenues for maintaining Compact compliance and avoiding catastrophic curtailment. We therefore encourage and will support MRGCD and its members in being proactive in carrying out depletion reduction programs, and in working with the NMOSE/NMISC and other stakeholders towards an agreed shortage sharing plan that will be part of a comprehensive Compact compliance strategy.

Sincerely,



Mike A. Hamman, P.E.  
State Engineer



Hannah Riseley-White, Director  
Interstate Stream Commission



Nat Chakeres  
Nat Chakeres  
OSE General Counsel

MAH/HRW/NC/kme

cc: Stephanie Russo Baca, Chair of MRGCD Board

## "APPENDIX"

Stephanie Russo Baca Board Reports 7.8.24

### **Report on the Farmers for Future Farmers Meeting, June 11, 2024**

This meeting took place at 4Daughters Land and Cattle. Discussions included El Vado Reservoir status and the upcoming tour of the Safety of Dams project. Meetings occur every second Tuesday of the month at 6 pm at 4Daughters Land and Cattle. (the day after the MRGCD Board Meeting). They are also looking to expand membership districtwide.

### **Report on the Corrales Siphon Informational Meeting, June 12, 2024**

Please follow link to the recording: <https://www.mrgcd.com/2024/06/20/corrales-siphon-meeting-recording/>

On Monday, June 12, the MRGCD board and staff presented on the Corrales Siphon at the Corrales Council Chambers. This meeting was well attended, both in person and virtually.

### **Report on the Mid-Region Council of Governments (MRCOG) Meeting, June 13, 2024**

Discussion of the FY 2024 Budget adjustment, approval of MRCOG FY 2025 Proposed budget, goals and objectives. There will be no meeting for July.

### **Report on the Centennial Committee Meeting, June 19, 2024**

MRGCD is celebrating the Centennial of the district's creation. Great discussion about what events MRGCD should host or attend for the centennial celebration. There was also discussion of a photo contest instead of a poster contest to help collect photos from different periods and locations around the district.

### **Report on the Conservation Advisory Committee Meeting, June 20, 2024 – Cancelled NO REPORT**

### **Report on the Bernalillo County Farmers/Irrigators Informational Meeting June 20<sup>th</sup>, 2024.**

This was a well-attended informational meeting at the Durand Open Space. Mr. Casuga explained that this format was for questions from the attendees and not a formal presentation format and that he would answer all questions to the best of his ability or refer them to the appropriate staff. Topics of discussion included scheduling irrigation, the status of El Vado Reservoir, and the conservation programs available to irrigators and landowners.

### **Report on the El Vado Site Visit & Tour Safety of Dam Project, June 25-26, 2024**

The tour began with a visit to El Vado Reservoir, a discussion of the project summary, and then a visit to Heron Reservoir and Azotea Portal. The next day was the remainder of the tour of the San Juan-Chama Project, including visits to the Blanco Diversion Dam, Little Oso Diversion Dam, and Oso Diversion Dam. Please see the attached pictures. There were many MRGCD employees, members of the public, and individuals from the Bureau of Reclamation.

### **Report on the Legislative Committee Meeting, July 1, 2024**

There was a discussion regarding the special and regular sessions of 2025. The Legislative Session is from January 2, 2025, to March 22, 2025. There was discussion about what will be expected during next year's legislative session, including the MRGCD elections and the LEA.

### **Report on the Urban Issues Committee Meeting, July 3, 2024**

There was much discussion regarding the use of electric-assisted bicycles (E-Bikes) and powered micromobility devices on MRGCD lands and facilities. No decisions were made, and the committee found it important to have additional public discussion.

### **Pictures from the El Vado and Safety of Dams Tour**











